State of Washington

JOHN SPELLMAN, Governor

OFFICE OF THE GOVERNOR

August 20, 1982

STATE OF WASHINGTON)
)
)
COUNTY OF THURSTON)

AFFIDAVIT IN
SUPPORT OF CERTIFICATION

Sylvia E. Green, being first duly sworn on oath, deposes and says:

That she is Staff Assistant for Records to Governor John Spellman and as such is responsible for the keeping and filing of the documents relating to concurrent jurisdiction.

That on this date, your affiant is in custody of the original document accepting retrocession of jurisdiction over Vancouver Barracks Military Reservation, Washington; that the document attached hereto in support of this affidavit is certified by your affiant to be a true and correct copy of the document on file in the office of the Governor this date.

Sylvia E. Green

SYLVIA E. GREEN
Staff Assistant for Records to
Governor John Spellman

Subscribed and sworn to before me this 20th day of August, 1982.

Cheryll J. Bowen

Notary Public in and for
the State of Washington
residing at Olympia

2 JUL 1981

Honorable John Spellman
Governor of Washington
Olympia, Washington 98501

Dear Governor Spellman:

The United States presently exercises exclusive legislative jurisdiction over 59.81 acres of land at Vancouver Barracks Military Reservation, Washington. The original reservation comprised 640 acres. Subsequent transfer of land to other Federal agencies has reduced the reservation to its present size.

The United States wishes to relinquish such jurisdiction over the 59.81 acres as is necessary to enable the State of Washington and the United States to share responsibility for traffic control and law enforcement. A legal description and a map outlining the area in question is attached.

Pursuant to Title 10, United States Code, Section 2683, notice is hereby given that the United States retrocedes to the State of Washington such legislative jurisdiction as is necessary to permit the State of Washington and the United States to exercise concurrent legislative jurisdiction over the aforementioned 59.81 acres, outlined in red on Inclosure 2.

I would appreciate your acceptance of said jurisdiction on behalf of the State of Washington by completing this notice of retrocession on the duplicate copy and returning it to this office, or acceptance as otherwise may be prescribed by the laws of the State of Washington.

Sincerely,

John O. Marsh, Jr.
Secretary of the Army

2 Inclosures
1. Legal description
2. Map (59.81 acres shown in red)

The jurisdiction relinquished above is accepted by me, acting on behalf of the State of Washington this 17th day of August, 1982.

GOVERNOR OF WASHINGTON

VANCOUVER BARRACKS, WASHINGTON
POST CEMETERY

LEGAL DESCRIPTION

A parcel of land located in the southwest quarter of Section 23, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the United States Monument identifying the northwest corner of the Vancouver Barracks Military Reservation; thence south 72°51'30" east, along the northerly boundary of said Reservation, a distance of 779.45 feet to a point on the northerly line of Fourth Plain Avenue (Fourth Plain-Battle Ground Highway); thence along the northwesterly boundary of a connecting road through a curve to the left having a central angle of 45°13'30" and a radius of 218.18 feet, a distance of 170.48; thence south 61°55'00" west, a distance of 839.25 feet; thence along a curve to the left, having a central angle of 39°11'30" and a radius of 435.27, a distance of 297.10 feet to the westerly line of said Reservation; thence north 22°43'30" east, along said westerly line, a distance of 928.95 feet to the point of BEGINNING.

Contains 6.20 acres, more or less.

VANCOUVER BARRACKS, WASHINGTON

LEGAL DESCRIPTION

Two parcels of land located in the northeast quarter of the southwest quarter of Section 26, the southeast quarter and the southeast quarter of the northeast quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described in two parts as follows:

PART 1

BEGINNING at a point on the northerly right-of-way of East Fifth (5th) Street (Evergreen Highway, State Highway No. 8), from which point the City of Vancouver's Bench Mark No. 2 bears south 89°29'00" east a distance 1,875.00 feet, said Bench Mark being located at the point of intersection of said northerly right-of-way and the westerly line of East Reserve Street; thence north 89°29'00" west, along said northerly right-of-way to the intersection of the west line of McLoughlin Road; thence north 20°51' east, along said west line, a distance of 285.00 feet; thence north 82°49' west, a distance of 745.00 feet to a point which is 75.00 feet, southeasterly, when measured at right angles, from the centerline of proposed State Highway No. 1; thence north 28°44'00" east, a distance of 771.30 feet; thence north 17°14'30" east, a distance of 60.00 feet; thence north 63°44'30" east, a distance of 45.70 feet; thence north 18°44'30" east, a distance of 41.00 feet; thence south 71°15'30" east, a distance of 388.50 feet; thence north 16°54'35" east, a distance of 370.29 feet; thence north 30°43'55" east, a distance of 38.40 feet; thence north 88°01'15" east, a distance of 52.40 feet; thence north 22°37'15" east, a distance of 17.00 feet, more or less, to a point in

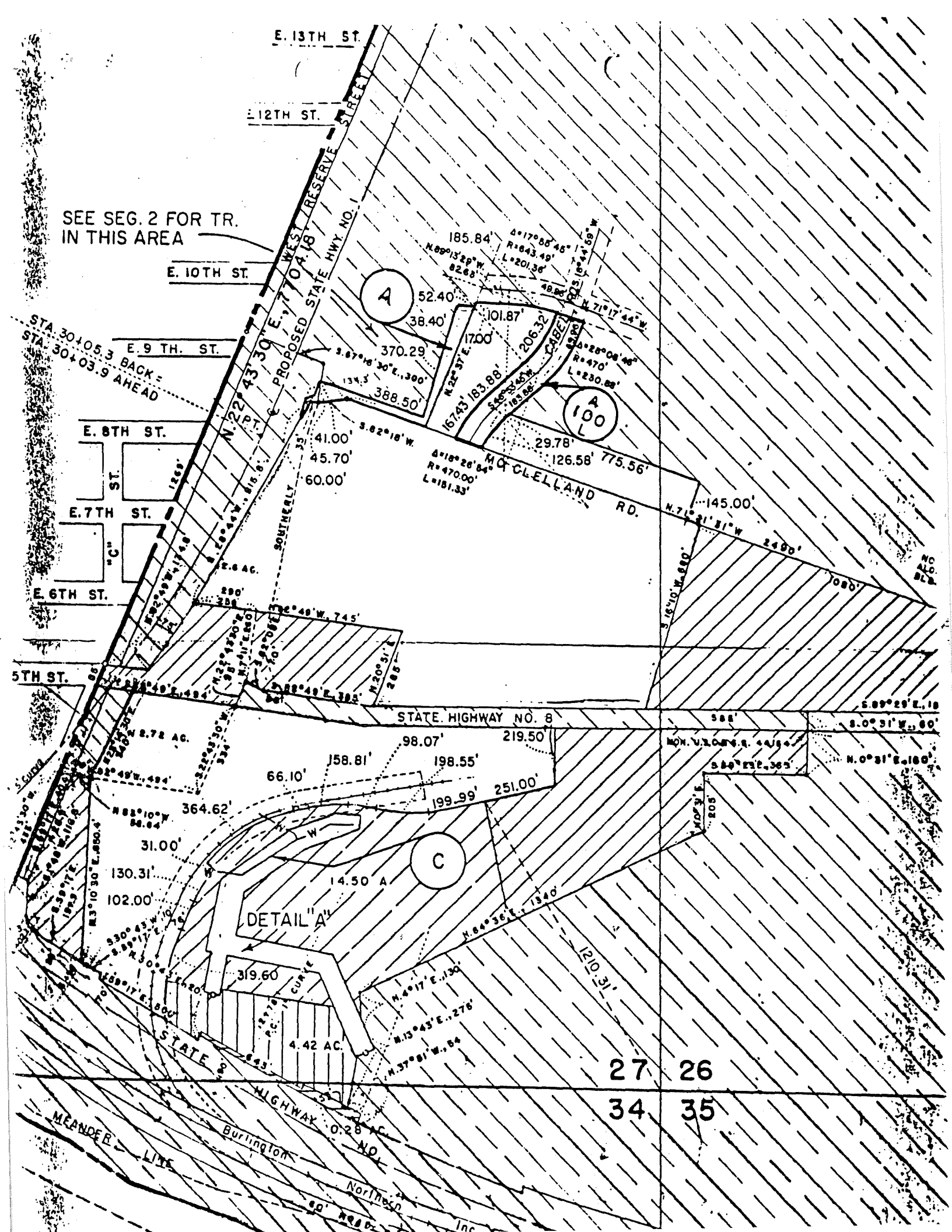
the southerly line of East tenth (10th) Street; thence along said southerly line south 89°14'19" east a distance of 101.87 feet to the beginning of a curve to the right; thence along said curve having an angle of 17°55'45", a radius of 593.49 feet, an arc distance of 185.84 feet to the intersection of the west line of Cabell Road; thence along said west line through a curve to the right having an angle of 28°08'46", a radius of 420.00 feet, an arc distance of 206.32 feet; thence south 46°53'45" west, a distance of 183.88 feet to the beginning of a curve to the left; thence along said curve having an angle of 18°26'24", a radius of 520.00 feet, an arc distance of 167.43 feet to the north line of McClelland Road; thence south 71°21'31" east along said north line to the intersection of the east line of Cabell Road; thence northeasterly along said east line through a curve to the right having an angle of 17°16'02", a radius of 420.00 feet, an arc distance of 126.58 feet; thence north 46°53'45" east, a distance of 29.78 feet to the north line of a 10-foot wide service road; thence south 71°21'31" east, along said north line, a distance of 775.56 feet; thence south 18°38'29" west, a distance of 145 feet, more or less, to the said north line of McClelland Road; thence south 71°21'31" east along said north line to a point on a line which bears north 16°10'00" east from said point of beginning; thence on said line south 16°10'00" west, a distance of 680.00 feet to said point of BEGINNING.

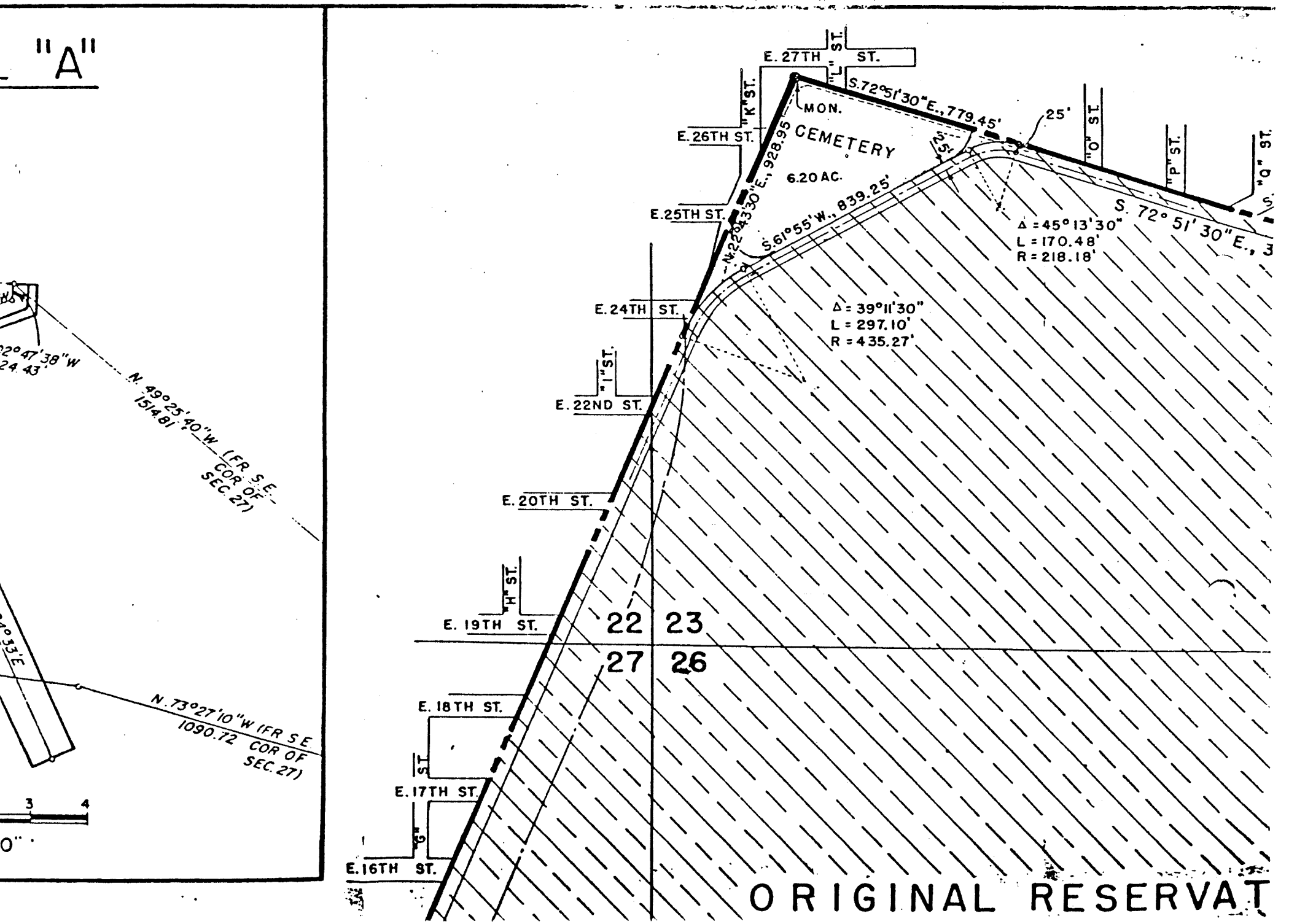
PART 2

BEGINNING at a point that bears north 30°14'19" west, a distance of 1,210.31 feet from the southeast corner of said Section 27; thence south 78°10'26" west, a distance of 199.99 feet to the beginning of a curve to the right; thence through said curve having a central angle of 17°17'17", a

radius of 658.03 feet, an arc distance of 198.55 feet; thence north 84°32'17" west, a distance of 98.07 feet to the beginning of a curve to the left; thence through said curve having a central angle of 17°14'21", a radius of 528.01 feet and an arc distance of 158.81 feet; thence south 78°13'22" west, a distance of 66.10 feet to the beginning of a curve to the left; thence through said curve having a central angle of 37°29'15", a radius of 557.28 feet and an arc distance of 364.62 feet; thence south 49°15'55" east, a distance of 31.00 feet; thence through a curve to the left having a central angle of 14°13'22", a radius of 526.28 feet and an arc distance of 130.44 feet; thence south 26°30'45" west, a distance of 102.00 feet to the beginning of a curve to the left; thence through said curve having a central angle of 34°43'49", a radius of 528.00 feet and an arc distance of 319.60 feet to the northerly right-of-way of U.S. Highway No. 830; thence north 59°17'00" west, along said right-of-way, a distance of 349.29 feet; thence north 30°43'00" east, a distance of 10.00 feet; thence north 59°10'30" west, a distance of 76.00 feet; thence leaving said right-of-way north 3°10'30" east, a distance of 650.40 feet; thence north 28°14'30" east, a distance of 340 feet, more or less to the south right-of-way of East Fifth (5th) Street (Evergreen Highway, State Highway No. 8); thence south 82°49'00" east and south 89°29'00" east along said right-of-way to a point that lies north 89°29'00" west 2,184 feet, more or less, from the east boundary of the original reservation of Vancouver Barracks; thence south 0°31'00" east, a distance of 219.50 feet; thence south 77°55'00" east, a distance of 251.00 feet to the point of BEGINNING.

Containing a total of 53.61 acres, more or less.


E. 13TH ST.
E. 12TH ST.
SEE SEG. 2 FOR TR. IN THIS AREA
E. 10TH ST.
E. 9 TH. ST.
STA. 301+05.3 BACK = STA. 301+03.9 AHEAD
E. 8TH ST.
E. 7TH ST.
E. 6TH ST.
5TH ST.
N. 22° 43' 30" E. 770.18'
WEST RESERVE
PROPOSED STATE HWY NO. 1
PT. C
A
52.40'
38.40'
370.29
388.50'
185.84'
Δ=17°55'46"
R=643.49'
L=201.36'
101.87'
17.00'
206.32'
CABLE
Δ=28°08'46"
R=470'
L=230.88'
A 100 L
29.78'
126.58'
775.56'
MC CLELLAND RD.
145.00'
N. 71° 21' 31" W
2490'
41.00'
45.70'
60.00'
SOUTHERLY
Δ=18°26'54"
R=470.00'
L=181.33'
12.6 AC.
STATE HIGHWAY NO. 8
219.50'
98.07'
158.81'
198.55'
66.10'
251.00'
199.99'
364.62'
31.00'
130.31'
102.00'
14.50 A
C
DETAIL "A"
319.60'
4.42 AC.
1940'
1210.31'
N. 64° 36' E.
STATE HIGHWAY NO. 8
MEANDER LINE
Burlington Northern Inc.
27
26
34
35


"A"
N. 49°25'40"W (FR S.E. COR OF SEC. 27)
1514.81'
N. 73°27'10"W (FR S.E. COR OF SEC. 27)
1090.72'
E. 27TH ST.
"L" ST.
"K" ST.
E. 26TH ST.
E. 25TH ST.
E. 24TH ST.
"I" ST.
E. 22ND ST.
E. 20TH ST.
"H" ST.
E. 19TH ST.
E. 18TH ST.
E. 17TH ST.
E. 16TH ST.
MON.
CEMETERY
6.20 AC.
S. 72°51'30"E., 779.45'
N. 22°43'30"E., 928.95'
S. 61°55'W., 839.25'
25'
"O" ST.
"P" ST.
"Q" ST.
Δ = 45°13'30"
L = 170.48'
R = 218.18'
Δ = 39°11'30"
L = 297.10'
R = 435.27'
S. 72° 51' 30" E., 3
22
23
27
26
ORIGINAL RESERVAT

Governor

DUANE BERENTSON
Secretary

STATE OF WASHINGTON

DEPARTMENT OF TRANSPORTATION

Transportation Building • Olympia, Washington 98504 • (206) 753-6005

CERTIFICATE

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, Philip E. Leach, Title, Condemnation, and Records Supervisor of the State of Washington, Department of Transportation, hereby certify that the annexed copy of that certain Letter of Retrocession of Jurisdiction and attached legal descriptions dated February 25, 1985, from The Department of the Army, to the State of Washington, is a true and correct copy, the original of which is on file with the Department of Transportation in the office of the Secretary of Transportation.

Further, deponent saith not.

April 1, 1985
date

Philip E. Leach
PHILIP E. LEACH
Title, Condemnation and Records Supervisor

SUBSCRIBED and Sworn to before me this 1st day of April,1985 A.D.

Notary Public in and for the State of Washington
Residing at Olympia

RECEIVED
AUG 10 1992
Budget & Fiscal - WSP

DEPARTMENT OF THE ARMY
WASHINGTON, D.C. 20310

25 February 1985

C8500086SC

RECEIVED
MAR 4 - 1985
GOVERNOR'S OFFICE

Honorable Booth Gardner
Governor of Washington
Olympia, Washington 98501

Dear Governor Gardner:

The United States granted Easement Number DACA 67-2-77-372 to the State of Washington, Department of Transportation for a road right-of-way comprising a segment of Interstate 5 which crosses Fort Lewis, Washington. The easement area covers 213.86 acres of land at Fort Lewis. A legal description and maps showing the easement area shaded in red are enclosed.

The United States holds exclusive legislative jurisdiction over the easement area, and seeks to relinquish such jurisdiction as necessary to enable the State of Washington and the United States to share responsibility for traffic control and law enforcement and otherwise exercise concurrent legislative jurisdiction thereover.

Accordingly, pursuant to the authority in Title 40, United States Code, Section 319 and Title 10, United States Code, Section 2683, notice is hereby given that the United States relinquishes and retrocedes to the State of Washington such jurisdiction as necessary to permit the State of Washington and the United States to exercise concurrent legislative jurisdiction over the aforementioned easement area.

Please acknowledge your acceptance of said jurisdiction on behalf of the State of Washington by completing this notice of retrocession on the duplicate copy hereof and return it to this office, or provide acceptance as otherwise may be prescribed by the laws of the State of Washington.

Sincerely,

John O. Marsh, Jr
Secretary of the Army

Enclosure

RETROCESSION OF EXCLUSIVE JURISDICTION
SEGMENT OF INTERSTATE 5
FORT LEWIS
PIERCE COUNTY, WASHINGTON

PARCEL A

LEGAL DESCRIPTION

That portion of the following described parcel of land located in Government Lots 3, 10, and the southeast quarter of the northeast quarter of Section 4, Township 18 North, Range 1 East, W. M.:

BEGINNING at the Northeast corner of Section 4, running thence South 01°18'00" West, 261.01 feet;
thence South 78°18'00" West 250.44 feet;
thence South 11°42'00" East 60 feet to a point which is the TRUE POINT OF BEGINNING;
thence North 78°18'00" East 3.57 feet;
thence along the Burlington Northern Railroad right-of-way South 30°11'00" West 746.29 feet;
thence along the arc of a curve to the right, having a radius of 667.66 feet, a distance of 450.40 feet;
thence South 68°50'06" West 1,807.33 feet;
thence along the Fort Lewis Military Reservation boundary North 00°34'30" West 671.56 feet; this point being Army Monument No. 286;
thence South 89°11'30" East 556.23 feet to the Southerly right-of-way of former State Road No. 1, Dupont to Nisqually;
thence North 60°30'00" East 1,375.65 feet along said right-of-way;
thence along the arc of a curve to the right, having a radius of 2,232.00 feet, a distance of 693.41 feet to said TRUE POINT OF BEGINNING,
Containing 13.96 acres, more or less.

RETROCESSION OF EXCLUSIVE JURISDICTION
SEGMENT OF INTERSTATE 5
FORT LEWIS
PIERCE COUNTY, WASHINGTON

PARCEL B

LEGAL DESCRIPTION

A parcel of land located in Government Lot 11 of Section 4; Government Lots 3 and 4 of Section 3, Township 18 North, Range 1 East, W. M. and the South half of the Southwest quarter, the South half of the Southeast quarter, all in Section 34, Township 19 North, Range 1 East, W. M., described as follows:

BEGINNING at the Northwest corner of Section 3, thence along the section line North 90°00'00" East, 668.32 feet to a point common to the Burlington Northern Railroad right-of-way and the Reservation Boundary, which is the TRUE POINT OF BEGINNING:

thence North 78°18'00" East, 3,011.11 feet;
thence along the arc of a curve to the left, having a radius of 5,779.58 feet, a distance of 707.15 feet;
thence South 62°22'00" West, 355.57 feet;
thence along the arc of a curve to the right having a radius of 666.20 feet, a distance of 185.26 feet;
thence South 78°18'00" West, 2,039.77 feet;
thence along the arc of a curve to the left, having a radius of 851.34 feet, a distance of 363.79 feet;
thence South 53°49'00" West, 1,349.79 feet;
thence North 36°11'00" West, 60 feet;
thence North 78°44'00" West, 406.31 feet;
thence South 68°17'23" West, 347.40 feet, to the southeasterly right-of-way line of the Burlington Northern;
thence North 30°11'00" East, 459.03 feet;
thence along the arc of a curve to the right having a radius of 666.20 feet, a distance of 559.47 feet;
thence North 78°18'00" East, 367.94 feet to the TRUE POINT OF BEGINNING,
Containing 23.52 acres, more or less.

RETROCESSION OF EXCLUSIVE JURISDICTION
SEGMENT OF INTERSTATE 5
FORT LEWIS
PIERCE COUNTY, WASHINGTON

PARCEL C

LEGAL DESCRIPTION

A parcel of land located in Government Lots 3 and 4 of Section 3, Township 18 North, Range 1 East, W. M., and the Southeast quarter of the Southwest quarter of Section 34, Township 19 North, Range 1 East, W. M., described as follows:

BEGINNING at the Northwest corner of Section 3, thence along the section line, North 90°00'00" East, 2,199.61 feet, which is the TRUE POINT OF BEGINNING:

thence South 66°02'22" West, 395.83 feet;
thence South 71°49'43" West, 386.70 feet;
thence South 08°28'00" West, 290.00 feet;
thence South 77°56'47" West, 741.96 feet;
thence South 53°49'00" West, 68.14 feet;
thence South 36°11'05" East, 309.48 feet;
thence North 70°32'00" East, 1,645.18 feet;
thence North 17°19'37" West, 501.85 feet;
thence South 66°02'22" West, 34.97 feet to the TRUE POINT OF BEGINNING;
Containing 14.63 acres, more or less.

RETROCESSION OF EXCLUSIVE JURISDICTION
SEGMENT OF INTERSTATE 5
FORT LEWIS
PIERCE COUNTY, WASHINGTON

PARCEL D

LEGAL DESCRIPTION

A parcel of land located in the following sections:

Township North	Range East	Section	Portion
18	1	3	Govt. Lots 3 and 4
19	1	34	SE ¼ of the SW ¼
			S ½ of the SE ¼
		35	SW ¼ of the SW ¼
			N ½ of the S ½
			SE ¼ of the NE ¼
		36	S ½ of the NW ¼
			W ½ of the NE ¼
			NE ¼ of the NE ¼
		25	SE ¼ of the SE ¼
19	2	30	Govt. Lots 4 and 8
			E ½ of the SW ¼
			N ½ of the SE ¼
		29	N ½ of the SW ¼
			Govt. Lot 2
			SE ¼ of the NW ¼
			W ½ of the NE ¼
			NE ¼ of the NE ¼
		28	NW ¼ of the NW ¼
		21	S ½ of the SW ¼
			NE ¼ of the SW ¼
			Govt. Lots 5, 6, 7, and 8
		22	Govt. Lot 1
			NE ¼ of the NW ¼
		15	S ½ of the SW ¼
			NE ¼ of the SW ¼
			N ½ of the SE ¼
			SE ¼ of the NE ¼

BEGINNING at the Northwest corner of Section 3, thence along the north section line, North 90°00'00" East, 2,199.61 feet, which is the TRUE POINT OF BEGINNING:

thence South 66°02'22" West, 395.83 feet;
thence South 71°49'43" West, 386.70 feet;
thence South 08°28'00" West, 290.00 feet;
thence South 77°56'47" West, 741.96 feet;
thence South 53°49'00" West, 287.83 feet;
thence North 36°11'00" West, 30.00 feet;
thence North 53°49'00" East, 1,349.79 feet;

thence along the arc of a curve to the right having a radius of 751.34 feet, a distance of 321.06 feet;
thence North 78°18'00" East, 2,039.77 feet;

thence along the arc of a curve to the left having a radius of 766.20 feet, a distance of 213.07 feet;
thence North 62°22'00" East, 336.34 feet;
thence North 69°55'00" East, 10,003.53 feet;

thence along the arc of a curve to the left having a radius of 3,014.91 feet, a distance of 855.08 feet;
thence North 53°40'00" East, 2,724.42 feet;

thence along the arc of a curve to the right having a radius of 2,821.80 feet, a distance of 664.87 feet;
thence North 67°10'00" East, 8,944.40 feet;

thence along the arc of a curve to the left having a radius of 2,862.10 feet, a distance of 908.31 feet;
thence North 48°59'00" East, 13,040.39 feet;
thence South 18°50'15" East, 154.03 feet;
thence South 53°24'50" West, 441.75 feet;
thence South 54°41'40" West, 402.00 feet;
thence South 48°59'00" West, 1,396.60 feet;

thence along the arc of a curve to the left having a radius of 11,364.00 feet, a distance of 601.63 feet;
thence South 36°55'26" West, 414.09 feet;
thence South 42°16'38" West, 390.84 feet;
thence South 43°41'23" West, 157.22 feet;
thence South 48°59'00" West, 748.63 feet;
thence South 60°19'55" West, 719.94 feet;
thence North 37°59'00" West, 5.00 feet;
thence South 50°30'00" West, 601.56 feet;
thence South 48°59'00" West, 296.60 feet;
thence South 41°01'00" East, 5.00 feet;
thence South 48°59'00" West, 200.00 feet;
thence North 41°01'30" West, 5.00 feet;
thence South 48°59'00" West, 680.90 feet;

thence along the arc of a curve to the left having a radius of 11,364.00 feet, a distance of 601.63 feet;
thence South 39°15'31" West, 901.14 feet;
thence South 48°59'00" West, 627.52 feet;
thence South 59°54'42" West, 655.21 feet;
thence South 52°01'00" West, 246.00 feet;
thence North 37°59'00" West, 10.00 feet;

thence along the arc of a curve to the left having a radius of 11,359.01 feet, a distance of 601.36 feet;
thence South 48°59'00" West, 1,612.30 feet;
thence South 41°01'00" East, 5.00 feet;
thence South 48°59'00" West, 737.40 feet;
thence North 41°01'00" West, 5.00 feet;

thence along the arc of a curve to the right having a radius of 2,965.81 feet, a distance of 941.23 feet;
thence South 67°10'00" West, 1,470.00 feet;

thence along the arc of a curve to the left having a radius of 2,765.00 feet, a distance of 365.42 feet;
thence South 49°30'26" West, 1,297.11 feet;
thence South 55°29'00" West, 180.84 feet;
thence South 46°59'00" West, 325.54 feet;

thence along the arc of a curve to the left having a radius of 250.00 feet, a distance of 89.45 feet;
thence South 26°29'00" West, 423.25 feet;
thence South 55°22'00" West, 200.86 feet;

thence along the arc of a curve to the left having a radius of 150.00 feet, a distance of 158.91 feet;
thence South 05°20'00" East, 140.73 feet;
thence South 67°10'00" West, 140.00 feet;
thence North 22°50'00" West, 103.30 feet;
thence North 44°00'00" West, 82.32 feet;

thence along the arc of a curve to the left having a radius of 150.00 feet, a distance of 180.21 feet;
thence South 67°10'00" West, 19.50 feet;

thence along the arc of a curve to the right having a radius of 200.00 feet, a distance of 158.48 feet;
thence North 67°26'00" West, 332.72 feet;

thence along the arc of a curve to the left having a radius of 230.00 feet, a distance of 159.30 feet;
thence South 72°53'00" West, 325.46 feet;

thence along the arc of a curve to the right having a radius of 1,400.00 feet, a distance of 565.85 feet;
thence North 83°57'32" West, 311.95 feet;
thence South 85°40'00" West, 100.00 feet;

thence along the arc of a curve to the left having a radius of 2,765.65 feet, a distance of 892.99 feet;
thence South 67°10'00" West, 410.70 feet;
thence South 22°50'00" East, 60.00 feet;
thence South 67°10'00" West, 300.00 feet;
thence South 75°41'51" West, 404.47 feet;
thence South 67°10'00" West, 568.60 feet;

thence along the arc of a curve to the left having a radius of 2,765.66 feet, a distance of 659.69 feet;
thence South 53°30'00" West, 148.10 feet;
thence South 56°21'45" West, 100.12 feet;
thence South 53°30'00" West, 700.00 feet;
thence South 56°21'45" West, 100.13 feet;
thence South 53°30'00" West, 450.00 feet;
thence South 67°32'11" West, 103.08 feet;
thence South 53°30'00" West, 200.00 feet;
thence South 39°27'50" West, 103.08 feet;
thence South 53°30'00" West, 679.40 feet;

thence along the arc of a curve to the right having a radius of 5,820 feet, a distance of 477.70 feet;
thence South 53°01'29" West, 102.14 feet;
thence South 60°25'34" West, 255.90 feet;
thence South 40°21'22" West, 100.19 feet;
thence South 60°03'28" West, 1,000.00 feet;
thence South 64°15'00" West, 143.97 feet;
thence South 74°21'29" West, 176.30 feet;
thence South 78°07'00" West, 585.42 feet;
thence South 81°37'07" West, 142.52 feet;
thence South 78°10'12" West, 199.07 feet;

thence along the arc of a curve to the left having a radius of 1,076.00 feet, a distance of 153.37 feet;
thence South 69°55'00" West, 1,000.00 feet;
thence South 67°03'15" West, 200.25 feet;
thence South 69°55'00" West, 1,100.00 feet;
thence South 72°46'45" West, 400.50 feet;
thence South 69°55'00" West, 50.00 feet;

thence along the arc of a curve to the right having a radius of 5,829.35 feet, a distance of 559.58 feet;
thence South 75°25'00" West, 305.10 feet;

thence along the arc of a curve to the left having a radius of 5,629.34 feet, a distance of 540.38 feet;
thence South 69°55'00" West, 1,123.10 feet;
thence South 66°06'09" West, 601.33 feet;
thence South 72°46'45" West, 250.31 feet;
thence South 61°23'09" West, 151.68 feet;
thence South 69°55'00" West, 2,100.00 feet;
thence South 81°31'00" West, 406.21 feet;
thence South 78°18'00" West, 115.22 feet;
thence South 66°55'24" West, 255.00 feet;
thence South 72°35'22" West, 402.00 feet;
thence South 84°00'38" West, 402.00 feet;
thence South 66°02'22" West, 34.97 feet, which is the TRUE POINT OF BEGINNING.

EXCEPT THEREFROM that portion of Murray Street described in File No. 1090, Resolution No. 6038, dated May 14, 1956 in Volume 63, Page 881, of the Commissioner's Records, Pierce County, Washington.

Containing 161.75 acres, more or less.

#C850008NMX

RECEIVED
APR 3 1985
FISCAL OFFICE

Governor

DUANE BERENTSON
Secretary

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
Transportation Building • Olympia, Washington 98504 • (206) 753-6005

CERTIFICATE

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, Philip E. Leach, Title, Condemnation, and Records Supervisor of the State of Washington, Department of Transportation, hereby certify that the annexed copy of that certain Letter of Retrocession of Jurisdiction and attached legal descriptions dated February 25, 1985, from The Department of the Army, to the State of Washington, is a true and correct copy, the original of which is on file with the Department of Transportation in the office of the Secretary of Transportation.

Further, deponent saith not.

April 1, 1985
date

Philip E. Leach
PHILIP E. LEACH
Title, Condemnation and Records Supervisor

SUBSCRIBED and Sworn to before me this 1st day of April, 1985 A.D.

Notary Public in and for the State of Washington
Residing at Olympia

DEPARTMENT OF THE ARMY
WASHINGTON, D.C. 20310

25 February 1985

RECEIVED
MAR 4 - 1985
GOVERNOR'S OFFICE

Honorable Booth Gardner
Governor of Washington
Olympia, Washington 98501

Dear Governor Gardner:

The United States granted Easement Number DACA 67-2-77-372 to the State of Washington, Department of Transportation for a road right-of-way comprising a segment of Interstate 5 which crosses Fort Lewis, Washington. The easement area covers 213.86 acres of land at Fort Lewis. A legal description and maps showing the easement area shaded in red are enclosed.

The United States holds exclusive legislative jurisdiction over the easement area, and seeks to relinquish such jurisdiction as necessary to enable the State of Washington and the United States to share responsibility for traffic control and law enforcement and otherwise exercise concurrent legislative jurisdiction thereover.

Accordingly, pursuant to the authority in Title 40, United States Code, Section 319 and Title 10, United States Code, Section 2683, notice is hereby given that the United States relinquishes and retrocedes to the State of Washington such jurisdiction as necessary to permit the State of Washington and the United States to exercise concurrent legislative jurisdiction over the aforementioned easement area.

Please acknowledge your acceptance of said jurisdiction on behalf of the State of Washington by completing this notice of retrocession on the duplicate copy hereof and return it to this office, or provide acceptance as otherwise may be prescribed by the laws of the State of Washington.

Sincerely,

John O. Marsh, Jr.

John O. Marsh, Jr
Secretary of the Army

Enclosure

RETROCESSION OF EXCLUSIVE JURISDICTION
SEGMENT OF INTERSTATE 5
FORT LEWIS
PIERCE COUNTY, WASHINGTON

PARCEL A

LEGAL DESCRIPTION

That portion of the following described parcel of land located in Government Lots 3, 10, and the southeast quarter of the northeast quarter of Section 4, Township 18 North, Range 1 East, W. M.:

BEGINNING at the Northeast corner of Section 4, running thence South 01°18'00" West, 261.01 feet;
thence South 78°18'00" West 250.44 feet;
thence South 11°42'00" East 60 feet to a point which is the TRUE POINT OF BEGINNING;
thence North 78°18'00" East 3.57 feet;
thence along the Burlington Northern Railroad right-of-way South 30°11'00" West 746.29 feet;
thence along the arc of a curve to the right, having a radius of 667.66 feet, a distance of 450.40 feet;
thence South 68°50'06" West 1,807.33 feet;
thence along the Fort Lewis Military Reservation boundary North 00°34'30" West 671.56 feet; this point being Army Monument No. 286;
thence South 89°11'30" East 556.23 feet to the Southerly right-of-way of former State Road No. 1, Dupont to Nisqually;
thence North 60°30'00" East 1,375.65 feet along said right-of-way;
thence along the arc of a curve to the right, having a radius of 2,232.00 feet, a distance of 693.41 feet to said TRUE POINT OF BEGINNING,
Containing 13.96 acres, more or less.

RETROCESSION OF EXCLUSIVE JURISDICTION
SEGMENT OF INTERSTATE 5
FORT LEWIS
PIERCE COUNTY, WASHINGTON

PARCEL B

LEGAL DESCRIPTION

A parcel of land located in Government Lot 11 of Section 4; Government Lots 3 and 4 of Section 3, Township 18 North, Range 1 East, W. M. and the South half of the Southwest quarter, the South half of the Southeast quarter, all in Section 34, Township 19 North, Range 1 East, W. M., described as follows:

BEGINNING at the Northwest corner of Section 3, thence along the section line North 90°00'00" East, 668.32 feet to a point common to the Burlington Northern Railroad right-of-way and the Reservation Boundary, which is the TRUE POINT OF BEGINNING:

thence North 78°18'00" East, 3,011.11 feet;
thence along the arc of a curve to the left, having a radius of 5,779.58 feet, a distance of 707.15 feet;
thence South 62°22'00" West, 355.57 feet;
thence along the arc of a curve to the right having a radius of 666.20 feet, a distance of 185.26 feet;
thence South 78°18'00" West, 2,039.77 feet;
thence along the arc of a curve to the left, having a radius of 851.34 feet, a distance of 363.79 feet;
thence South 53°49'00" West, 1,349.79 feet;
thence North 36°11'00" West, 60 feet;
thence North 78°44'00" West, 406.31 feet;
thence South 68°17'23" West, 347.40 feet, to the southeasterly right-of-way line of the Burlington Northern;
thence North 30°11'00" East, 459.03 feet;
thence along the arc of a curve to the right having a radius of 666.20 feet, a distance of 559.47 feet;
thence North 78°18'00" East, 367.94 feet to the TRUE POINT OF BEGINNING,
Containing 23.52 acres, more or less.

RETROCESSION OF EXCLUSIVE JURISDICTION
SEGMENT OF INTERSTATE 5
FORT LEWIS
PIERCE COUNTY, WASHINGTON

PARCEL C

LEGAL DESCRIPTION

A parcel of land located in Government Lots 3 and 4 of Section 3, Township 18 North, Range 1 East, W. M., and the Southeast quarter of the Southwest quarter of Section 34, Township 19 North, Range 1 East, W. M., described as follows:

BEGINNING at the Northwest corner of Section 3, thence along the section line, North 90°00'00" East, 2,199.61 feet, which is the TRUE POINT OF BEGINNING:

thence South 66°02'22" West, 395.83 feet;
thence South 71°49'43" West, 386.70 feet;
thence South 08°28'00" West, 290.00 feet;
thence South 77°56'47" West, 741.96 feet;
thence South 53°49'00" West, 68.14 feet;
thence South 36°11'05" East, 309.48 feet;
thence North 70°32'00" East, 1,645.18 feet;
thence North 17°19'37" West, 501.85 feet;
thence South 66°02'22" West, 34.97 feet to the TRUE POINT OF BEGINNING;
Containing 14.63 acres, more or less.

RETROCESSION OF EXCLUSIVE JURISDICTION
SEGMENT OF INTERSTATE 5
FORT LEWIS
PIERCE COUNTY, WASHINGTON

PARCEL D

LEGAL DESCRIPTION

A parcel of land located in the following sections:

Township North	Range East	Section	Portion
18	1	3	Govt. Lots 3 and 4
19	1	34	SE ¼ of the SW ¼
			S ½ of the SE ¼
		35	SW ¼ of the SW ¼
			N ½ of the S ½
			SE ¼ of the NE ¼
		36	S ½ of the NW ¼
			W ½ of the NE ¼
			NE ¼ of the NE ¼
		25	SE ¼ of the SE ¼
19	2	30	Govt. Lots 4 and 8
			E ½ of the SW ¼
			N ½ of the SE ¼
		29	N ½ of the SW ¼
			Govt. Lot 2
			SE ¼ of the NW ¼
			W ½ of the NE ¼
			NE ¼ of the NE ¼
		28	NW ¼ of the NW ¼
		21	S ½ of the SW ¼
			NE ¼ of the SW ¼
			Govt. Lots 5, 6, 7, and 8
		22	Govt. Lot 1
			NE ¼ of the NW ¼
		15	S ½ of the SW ¼
			NE ¼ of the SW ¼
			N ½ of the SE ¼
			SE ¼ of the NE ¼

BEGINNING at the Northwest corner of Section 3, thence along the north section line, North 90°00'00" East, 2,199.61 feet, which is the TRUE POINT OF BEGINNING:

thence South 66°02'22" West, 395.83 feet;
thence South 71°49'43" West, 386.70 feet;
thence South 08°28'00" West, 290.00 feet;
thence South 77°56'47" West, 741.96 feet;
thence South 53°49'00" West, 287.83 feet;
thence North 36°11'00" West, 30.00 feet;
thence North 53°49'00" East, 1,349.79 feet;

thence along the arc of a curve to the right having a radius of 751.34 feet, a distance of 321.06 feet;
thence North 78°18'00" East, 2,039.77 feet;

thence along the arc of a curve to the left having a radius of 766.20 feet, a distance of 213.07 feet;
thence North 62°22'00" East, 336.34 feet;
thence North 69°55'00" East, 10,003.53 feet;

thence along the arc of a curve to the left having a radius of 3,014.91 feet, a distance of 855.08 feet;
thence North 53°40'00" East, 2,724.42 feet;

thence along the arc of a curve to the right having a radius of 2,821.80 feet, a distance of 664.87 feet;
thence North 67°10'00" East, 8,944.40 feet;

thence along the arc of a curve to the left having a radius of 2,862.10 feet, a distance of 908.31 feet;
thence North 48°59'00" East, 13,040.39 feet;
thence South 18°50'15" East, 154.03 feet;
thence South 53°24'50" West, 441.75 feet;
thence South 54°41'40" West, 402.00 feet;
thence South 48°59'00" West, 1,396.60 feet;

thence along the arc of a curve to the left having a radius of 11,364.00 feet, a distance of 601.63 feet;
thence South 36°55'26" West, 414.09 feet;
thence South 42°16'38" West, 390.84 feet;
thence South 43°41'23" West, 157.22 feet;
thence South 48°59'00" West, 748.63 feet;
thence South 60°19'55" West, 719.94 feet;
thence North 37°59'00" West, 5.00 feet;
thence South 50°30'00" West, 601.56 feet;
thence South 48°59'00" West, 296.60 feet;
thence South 41°01'00" East, 5.00 feet;
thence South 48°59'00" West, 200.00 feet;
thence North 41°01'30" West, 5.00 feet;
thence South 48°59'00" West, 680.90 feet;

thence along the arc of a curve to the left having a radius of 11,364.00 feet, a distance of 601.63 feet;
thence South 39°15'31" West, 901.14 feet;
thence South 48°59'00" West, 627.52 feet;
thence South 59°54'42" West, 655.21 feet;
thence South 52°01'00" West, 246.00 feet;
thence North 37°59'00" West, 10.00 feet;

thence along the arc of a curve to the left having a radius of 11,359.01 feet, a distance of 601.36 feet;
thence South 48°59'00" West, 1,612.30 feet;
thence South 41°01'00" East, 5.00 feet;
thence South 48°59'00" West, 737.40 feet;
thence North 41°01'00" West, 5.00 feet;

thence along the arc of a curve to the right having a radius of 2,965.81 feet, a distance of 941.23 feet;
thence South 67°10'00" West, 1,470.00 feet;

thence along the arc of a curve to the left having a radius of 2,765.00 feet, a distance of 365.42 feet;
thence South 49°30'26" West, 1,297.11 feet;
thence South 55°29'00" West, 180.84 feet;
thence South 46°59'00" West, 325.54 feet;

thence along the arc of a curve to the left having a radius of 250.00 feet, a distance of 89.45 feet;
thence South 26°29'00" West, 423.25 feet;
thence South 55°22'00" West, 200.86 feet;

thence along the arc of a curve to the left having a radius of 150.00 feet, a distance of 158.91 feet;
thence South 05°20'00" East, 140.73 feet;
thence South 67°10'00" West, 140.00 feet;
thence North 22°50'00" West, 103.30 feet;
thence North 44°00'00" West, 82.32 feet;

thence along the arc of a curve to the left having a radius of 150.00 feet, a distance of 180.21 feet;
thence South 67°10'00" West, 19.50 feet;

thence along the arc of a curve to the right having a radius of 200.00 feet, a distance of 158.48 feet;
thence North 67°26'00" West, 332.72 feet;

thence along the arc of a curve to the left having a radius of 230.00 feet, a distance of 159.30 feet;
thence South 72°53'00" West, 325.46 feet;

thence along the arc of a curve to the right having a radius of 1,400.00 feet, a distance of 565.85 feet;
thence North 83°57'32" West, 311.95 feet;
thence South 85°40'00" West, 100.00 feet;

thence along the arc of a curve to the left having a radius of 2,765.65 feet, a distance of 892.99 feet;
thence South 67°10'00" West, 410.70 feet;
thence South 22°50'00" East, 60.00 feet;
thence South 67°10'00" West, 300.00 feet;
thence South 75°41'51" West, 404.47 feet;
thence South 67°10'00" West, 568.60 feet;

thence along the arc of a curve to the left having a radius of 2,765.66 feet, a distance of 659.69 feet;
thence South 53°30'00" West, 148.10 feet;
thence South 56°21'45" West, 100.12 feet;
thence South 53°30'00" West, 700.00 feet;
thence South 56°21'45" West, 100.13 feet;
thence South 53°30'00" West, 450.00 feet;
thence South 67°32'11" West, 103.08 feet;
thence South 53°30'00" West, 200.00 feet;
thence South 39°27'50" West, 103.08 feet;
thence South 53°30'00" West, 679.40 feet;

thence along the arc of a curve to the right having a radius of 5,820 feet, a distance of 477.70 feet;
thence South 53°01'29" West, 102.14 feet;
thence South 60°25'34" West, 255.90 feet;
thence South 40°21'22" West, 100.19 feet;
thence South 60°03'28" West, 1,000.00 feet;
thence South 64°15'00" West, 143.97 feet;
thence South 74°21'29" West, 176.30 feet;
thence South 78°07'00" West, 585.42 feet;
thence South 81°37'07" West, 142.52 feet;
thence South 78°10'12" West, 199.07 feet;

thence along the arc of a curve to the left having a radius of 1,076.00 feet, a distance of 153.37 feet;
thence South 69°55'00" West, 1,000.00 feet;
thence South 67°03'15" West, 200.25 feet;
thence South 69°55'00" West, 1,100.00 feet;
thence South 72°46'45" West, 400.50 feet;
thence South 69°55'00" West, 50.00 feet;

thence along the arc of a curve to the right having a radius of 5,829.35 feet, a distance of 559.58 feet;
thence South 75°25'00" West, 305.10 feet;

thence along the arc of a curve to the left having a radius of 5,629.34 feet, a distance of 540.38 feet;
thence South 69°55'00" West, 1,123.10 feet;
thence South 66°06'09" West, 601.33 feet;
thence South 72°46'45" West, 250.31 feet;
thence South 61°23'09" West, 151.68 feet;
thence South 69°55'00" West, 2,100.00 feet;
thence South 81°31'00" West, 406.21 feet;
thence South 78°18'00" West, 115.22 feet;
thence South 66°55'24" West, 255.00 feet;
thence South 72°35'22" West, 402.00 feet;
thence South 84°00'38" West, 402.00 feet;
thence South 66°02'22" West, 34.97 feet, which is the TRUE POINT OF BEGINNING.

EXCEPT THEREFROM that portion of Murray Street described in File No. 1090, Resolution No. 6038, dated May 14, 1956 in Volume 63, Page 881, of the Commissioner's Records, Pierce County, Washington.

Containing 161.75 acres, more or less.

(Revised 05/29/2014)
Annual Site Renewal

FBI Division: SEATTLE
Site Name: Code 30(f)
Site Number:
License Expiration Date: 09/30/2021

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2011

between the LICENSOR: Washington State Patrol
P.O. BOX 42602 (BUDGET AND FISCAL SERVICES)
POC: Julie Hannah
Olympia, WA 98504-2602
POC: JULIE HANNAH
POC Phone: 360-596-4063

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2015 and ending September 30, 2016. The extension of this License Agreement is contingent upon Congressional approval of 2016 funding. Monthly License fee is **$276.67**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.
Please acknowledge below and return to FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing.
For questions, please contact Angenette L. Daniels, Angenette.Daniels@ic.fbi.gov at 703-985-2698.

Licensor Acknowledgement: _____

Date: _____

NOTICE
The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/ This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number Code 45 (mandatory)

Licensor DUNS Number 808883854 (mandatory)

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

C020727FED

MEMORANDUM OF UNDERSTANDING
Between the
WASHINGTON STATE PATROL
and the
FEDERAL BUREAU OF INVESTIGATION

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Federal Bureau of Investigation (FBI), and the Washington State Patrol (WSP) to address mail and wire fraud crime problems.

SECTION ONE - PURPOSE OF MOU:

This MOU establishes and delineates the mission and structure of the joint investigation in addressing the complex problem of mail and wire fraud.

The purpose of this MOU is to set out a common understanding of the policies and procedures the WSP and the FBI will follow in providing law enforcement service to the citizens of Washington State.

SECTION TWO - MISSION:

The WSP and the FBI will investigate mail and wire fraud and will apprehend individuals committing such violations. The organizations to be investigated will be identified and agreed upon by the WSP and the FBI. All parties agree to abide by the Attorney General's Guidelines on General Crimes; Racketeering Enterprise and Domestic Security/Terrorism Investigations; and any other applicable FBI/DOJ guidelines governing operations and procedures.

SECTION THREE - ORGANIZATIONAL STRUCTURE AND MANAGEMENT:

A. Members

The investigative body shall consist of a combined body of investigators from each participating agency.

B. Identification of Objectives

The Special Agent in Charge (SAC) of the FBI and the head of the WSP, or their designees, shall identify, agree upon,

and articulate specific organizations and investigative objectives or matters assigned to the task force.

C. Direction and Resource Control

Responsibility for the overall policy and direction of the task force shall rest with an Assistant Special Agent in Charge (ASAC) of the FBI, who will closely coordinate with the head of the WSP, or their designees, on matters of mutual concern relating to such policy and direction, thus ensuring the absence of conflict.

Specific control over their resources and the continued dedication of these resources to this joint investigative effort shall be retained by the participating agency heads, who will be kept fully apprized of all investigative developments by their respective subordinates.

D. Supervision

Day-to-day supervision for matters assigned to the task force shall be the responsibility of the designated FBI Supervisory Special Agent (SSA) in consultation with the designated supervisory personnel of the WSP. Responsibility for the conduct of personnel assigned to this joint investigative effort shall remain with the respective agency heads. All personnel will keep their respective superiors completely informed of pertinent developments.

E. Physical Location and Support

Subject to availability, the FBI will provide office space for members and support staff of this joint investigative effort. In addition, the FBI will provide necessary secretarial, clerical, automation and technical support.

F. Commitment of Personnel

The FBI will assign one SSA and a minimum of one Special Agent. The WSP will assign personnel consistent with its staffing availability.

SECTION FOUR - VEHICLES:

The WSP agrees to provide their task force members with vehicles. The purpose of these vehicles is for surveillance, case management and investigation in connection with any investigation.

In furtherance of the mission of this task force and in compliance with existing FBI policy for operation of U.S. Government vehicles, the FBI hereby agrees and authorizes members

of the WSP participating in the joint investigative effort to operate vehicles owned or leased by the FBI. The WSP agrees to operate the vehicles in accordance with all applicable FBI rules and regulations.

The WSP agrees to be responsible for tortious acts or omissions on the part of the WSP or its employees, and for any liability resulting from use of WSP-owned or leased vehicles, or FBI-owned or leased vehicles utilized by WSP task force members, and for any damage to said vehicles as a result of any action or omission on the part of the WSP or their employees, as more fully discussed in Section Thirteen - General Liability Matters, below.

SECTION FIVE - RECORDS AND REPORTS:

All investigative records will be maintained at the Seattle Division of the FBI. Investigative reports will be prepared on FBI forms. Decisions for placement of all or part of said investigative records into WSP files or databases shall rest with supervisory personnel of the FBI and the WSP in compliance with applicable standards and procedures governing the respective parties. Classified information shall not be placed in WSP files.

SECTION SIX - SECURITY CLEARANCE AND DEPUTATION:

Due to various United States Government, Department of Justice, and FBI regulations and laws regarding classified information, prospective members of the joint investigative effort who do not possess top secret clearances previously granted by the FBI/DOJ will be subjected to full background investigation(s) with assignment contingent upon receipt of appropriate security clearance(s). All non-FBI personnel will be sworn in as Special Deputy United States Marshals. Security clearances will be granted for any applicable and relevant WSP managers or supervisors up to, and including the Chief of the WSP. Investigative restrictions imposed by the WSP shall not be voided by deputation of their respective personnel. All members of the joint investigative effort shall agree not to disclose any classified or sensitive information to anyone not directly involved in the investigation without the express permission of the FBI and shall agree to execute any applicable nondisclosure agreements, as may be necessary or required by the FBI.

SECTION SEVEN - INVESTIGATIVE EXCLUSIVITY:

It is agreed that matters designated to be handled by this joint investigative effort will not knowingly be subject to other law enforcement efforts by members to this agreement. Recognizing the amount of specialized entities within each member agency, it is incumbent upon each agency to make proper internal

notification regarding cases worked under this joint investigative effort.

It is also agreed there shall be no unilateral action taken on the part of any participating agency relating to investigations developed and worked as part of this joint investigative effort. All law enforcement actions will be coordinated and cooperatively carried out.

SECTION EIGHT - SALARY/COMPENSATION:

Salaries of members assigned to this joint investigative effort will be paid by their respective agencies. Overtime incurred in the performance of this joint investigative effort, when allowable under federal law and to the extent that federal funding is available for such purposes, will be reimbursed by the FBI so long as a separate overtime agreement is executed between the parties. Otherwise, overtime shall be compensated in accordance with applicable WSP overtime provisions and shall be subject to the prior approval of appropriate personnel.

The FBI shall report to the WSP supervisor all payments made to WSP members including, but not limited to, overtime.

SECTION NINE - PROSECUTION:

Investigations under this joint investigative effort will conform to the requirements of federal prosecution rules and regulations and will generally be prosecuted in federal courts. It is recognized, however, that specific circumstances may, on a case-by-case basis, indicate that prosecution should be in a state court. The criteria for making such decisions will focus upon achieving the greatest overall benefit to law enforcement and the public, and effecting the greatest impact on the crime problem.

SECTION TEN - INFORMANTS/EXPENSES:

Individuals assisting with this joint investigative effort will abide by the Attorney General's Guidelines on the Use of Informants and Confidential Sources. To the extent that WSP standards and procedures impose any greater restrictions upon the use of their informants and cooperating witnesses, such personnel shall be bound by those restrictions. Subject to appropriate prior FBI approvals, the FBI agrees to pay any reasonable and necessary expenses incurred under this agreement. The WSP agrees that prior to incurring such expenses, it will consult with the FBI's designated representative to ensure anticipate expenses will be in furtherance of the joint investigative efforts goals and objectives.

SECTION ELEVEN - FORFEITURE:

Any forfeiture realized as a result of cases worked by this joint investigative effort will be handled in accordance with applicable federal law and FBI guidelines. FBI guidelines will govern the sharing of seized and/or forfeited assets.

SECTION TWELVE - MEDIA:

No individual members or member agencies of this joint investigative effort will discuss or otherwise reveal information relating to investigative efforts, or other FBI-related investigations known to them, to any media representatives. All media releases on matters worked as part of this joint investigative effort will be mutually agreed upon and coordinated jointly.

SECTION THIRTEEN - GENERAL LIABILITY MATTERS:

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the United States is determined by the Department of Justice (DOJ) on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal or state law enforcement officer or employee.

Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States government, acting within the scope of his/her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. Section 1346(b), and Sections 2671 - 2680.

For the limited purpose of defending claims arising out of activity related to this joint investigative effort, state officers who have been specifically deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an "employee" of the United States government as defined in 28 U.S.C. Section 2671. See 5 U.S.C. Section 3374(c)(2).

Under the Federal Employees Liability Reform and Tort Compensation, Act of 1998 (commonly known as the Westfall Act), 28 U.S.C., Section 2679(b)(1), the Attorney General or his/her designee may certify that an individual defendant acted within the scope of his employment at the time of the incident giving rise to the suit. ID., 28 U.S.C. Section 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. Section 2679(d)(2). If the United States is substituted as defendant,

the individual employee is thereby protected from suits in his official capacity.

If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. Section 2679(d)(3).

Liability for any negligent or willful acts of members of this joint investigative effort, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. Section 1983 for state officers or cross-deputized federal officers.

Both state and federal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgeral, 457 U.S. 800 (1982).

Officers assigned to this joint investigative effort may request representation by the U. S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R. Sections 50.15, 50.16.

An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General, or his/her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. Section 50.15(a).

An officer's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the task force. The CDC will then forward the representation request to the FBI's Office of The General Counsel (OGC) together with a letterhead memorandum concerning the factual basis for the lawsuit. FBIHQ/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. Section 50.15 (a)(3).

If an officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgement rendered against the employee in his/her individual capacity. 28 C.F.R. Section 50.15 (c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. Section 50.15(a).

SECTION FOURTEEN - DURATION OF THE TASK FORCE:

This joint investigative effort will continue for an indefinite period but participation may be terminated at anytime upon the written notice of either party to this Memorandum of Understanding.

SIGNATORIES:

Carla L Mandigo

SPECIAL AGENT IN CHARGE
Federal Bureau of Investigation
Seattle, Washington

1/23/02
Date

CHIEF
Washington State Patrol
Olympia, Washington

1/31/02
Date

Peter S. Robinski

OFFICE OF THE CHIEF CONTRACTING OFFICER
FBIHQ
WASHINGTON, D.C.

1/17/02
Date

PETER S. ROBINSKI
CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM OF UNDERSTANDING
Between the
WASHINGTON STATE PATROL
and the
FEDERAL BUREAU OF INVESTIGATION

INTRODUCTION

This Memorandum of Understanding (MOU) establishes and delineates the mission of the joint cooperative effort between the Washington State Patrol (WSP) and Federal Bureau of Investigation (FBI). This MOU is entered into between the FBI and WSP to formalize relationships between and among the participants in order to foster an efficient and cohesive unit capable of addressing public corruption/integrity investigations within the Western District of Washington. Although the WSP is not a member of the Public Integrity Task Force (PITF) it may, as part of this cooperative effort, participate in investigations being handled by the PITF. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort which will result in the prosecution of public corruption/integrity and organized criminal enterprise violations in the Western District of Washington, United States District Court, and/or in Washington State Superior Courts.

SECTION ONE - PURPOSE OF MOU:

This MOU establishes and delineates the mission and structure of the joint investigation in addressing public corruption/integrity and organized criminal enterprise violations.

The purpose of this MOU is to set out a common understanding of the policies and procedures the WSP and the FBI will follow in providing law enforcement service to the citizens of Washington State.

SECTION TWO - MISSION:

The WSP and the FBI will investigate public corruption/integrity and organized criminal enterprise violations and will apprehend individuals committing such violations. The organizations to be investigated will be identified and agreed upon by the WSP and the FBI. All parties agree to abide by the Attorney General's Guidelines on General Crimes; Racketeering Enterprise and Domestic Security/Terrorism Investigations; and any other applicable FBI/DOJ guidelines governing operations and procedures.

SECTION THREE - ORGANIZATIONAL STRUCTURE AND MANAGEMENT:

A. Members

The investigative body shall consist of a combined body of investigators from each participating agency.

B. Identification of Objectives

The Special Agent in Charge (SAC) of the FBI and the Chief of the WSP, or their designees, shall identify, agree upon, and articulate specific organizations and investigative objectives or matters assigned to the PITF.

C. Direction and Resource Control

Responsibility for the overall policy and direction of this joint investigative effort shall rest with an Assistant Special Agent in Charge (ASAC) of the FBI, who will closely coordinate with the Chief of WSP, or their designees, on matters of mutual concern relating to such policy and direction, thus ensuring the absence of conflict.

Specific control over their resources and the continued dedication of these resources to this joint investigative effort shall be retained by the participating agency heads, who will be kept fully apprized of all investigative developments by their respective subordinates.

D. Supervision

Day-to-day supervision for matters assigned to this joint investigative effort shall be the responsibility of the designated FBI Supervisory Special Agent (SSA) in consultation with the designated supervisory personnel of WSP. Responsibility for the conduct of personnel assigned to this joint investigative effort shall remain with the respective agency heads. All personnel will keep their respective superiors completely informed of pertinent developments.

E. Physical Location and Support

Subject to availability, the FBI will provide office space for members and support staff of this joint investigative effort. In addition, the FBI will provide necessary secretarial, clerical, automation and technical support.

F. Commitment of Personnel

The FBI will assign one SSA and a minimum of one Special Agent. The WSP will assign personnel consistent with staffing availability.

SECTION FOUR - VEHICLES:

The WSP agrees to provide their task force members with vehicles. The purpose of these vehicles is for surveillance, case management and investigation in connection with any cases developed.

In furtherance of the mission of this joint investigative effort and in compliance with existing FBI policy for operation of U.S. Government vehicles, the FBI hereby agrees and authorizes members of the WSP, while participating in the joint investigative effort, to operate vehicles owned or leased by the FBI. The WSP agrees to operate the vehicles in accordance with all applicable FBI rules and regulations.

The WSP agrees to be responsible for tortious acts or omissions on the part of WSP or its employees, and for any liability resulting from use of WSP-owned or leased vehicles, or FBI-owned or leased vehicles utilized by WSP task force members, and for any damage to said vehicles as a result of any action or omission on the part of WSP or their employees, as more fully discussed in Section Thirteen - General Liability Matters, below.

SECTION FIVE - RECORDS AND REPORTS:

All investigative records will be maintained at the Seattle Division of the FBI. Investigative reports will be prepared on FBI forms. Decisions for placement of all or part of said investigative records into WSP files or databases shall rest with supervisory personnel of the FBI and WSP in compliance with applicable standards and procedures governing the respective parties. Classified information shall not be placed in WSP files.

SECTION SIX - SECURITY CLEARANCE AND DEPUTATION:

Due to various United States Government, Department of Justice, and FBI regulations and laws regarding classified information, if appropriate prospective members of the joint investigative effort who do not possess top secret clearances previously granted by the FBI/DOJ will be subjected to full background investigation(s) with assignment contingent upon receipt of appropriate security clearance(s). All non-FBI personnel will be sworn in as Special Deputy United States Marshals. Security clearances will be granted for any applicable and relevant WSP managers or supervisors up to, and including the head of WSP. All members of the joint investigative effort shall agree not to disclose any classified or sensitive information to anyone not directly involved in the investigation without the express permission of the FBI and shall agree to execute any applicable nondisclosure agreements, as may be necessary or required by the FBI.

SECTION SEVEN - INVESTIGATIVE EXCLUSIVITY:

It is agreed that matters designated to be handled by this joint investigative effort will not knowingly be subject to other law enforcement efforts by members to this agreement. Recognizing the amount of specialized entities within each member agency, it is incumbent upon each agency to make proper internal notification regarding cases worked under this joint investigative effort.

It is also agreed there shall be no unilateral action taken on the part of any participating agency relating to investigations developed and worked as part of this joint investigative effort. All law enforcement actions will be coordinated and cooperatively carried out.

SECTION EIGHT - SALARY/COMPENSATION:

Salaries of members assigned to this joint investigative effort will be paid by their respective agencies. Overtime incurred in the performance of this joint investigative effort, when allowable under federal law and to the extent that federal funding is available for such purposes, will be reimbursed by the FBI so long as a separate overtime agreement is executed between the parties. Otherwise, overtime shall be compensated in accordance with applicable WSP overtime provisions and shall be subject to the prior approval of appropriate personnel.

The FBI shall report to the WSP supervisor all payments made to WSP members including, but not limited to, overtime.

SECTION NINE - PROSECUTION:

Investigations under this joint investigative effort will conform to the requirements of federal prosecution rules and regulations and will generally be prosecuted in federal courts. It is recognized, however, that specific circumstances may, on a case-by-case basis, indicate that prosecution should be in a state court. The criteria for making such decisions will focus upon achieving the greatest overall benefit to law enforcement and the public, and effecting the greatest impact on the crime problem.

SECTION TEN - INFORMANTS/EXPENSES:

Individuals assisting with this joint investigative effort will abide by the Attorney General's Guidelines on the Use of Informants and Confidential Sources. To the extent that the WSP standards and procedures impose any greater restrictions upon the use of their informants and cooperating witnesses, such personnel shall be bound by those restrictions. Subject to appropriate prior FBI approvals, the FBI agrees to pay any reasonable and necessary expenses incurred under this agreement. The WSP agrees that prior to incurring such expenses, they will consult with the

FBI's designated representative to ensure anticipated expenses will be in furtherance of the joint investigative efforts goals and objectives.

SECTION ELEVEN - FORFEITURE:

Any forfeiture realized as a result of cases worked by this joint investigative effort will be handled in accordance with applicable federal law and FBI guidelines. FBI guidelines will govern the sharing of seized and/or forfeited assets.

SECTION TWELVE - MEDIA:

No individual members or member agencies of this joint investigative effort will discuss or otherwise reveal information relating to investigative efforts, or other FBI-related investigations known to them, to any media representatives. All media releases on matters worked as part of this joint investigative effort will be mutually agreed upon and coordinated jointly.

SECTION THIRTEEN - GENERAL LIABILITY MATTERS:

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the United States is determined by the Department of Justice (DOJ) on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal or state law enforcement officer or employee.

Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States government, acting within the scope of his/her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. Section 1346(b), and Sections 2671 - 2680.

For the limited purpose of defending claims arising out of activity related to this joint investigative effort, state officers who have been specifically deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an "employee" of the United States government as defined in 28 U.S.C. Section 2671. See 5 U.S.C. Section 3374(c)(2).

Under the Federal Employees Liability Reform and Tort Compensation, Act of 1998 (commonly known as the Westfall Act), 28 U.S.C., Section 2679(b)(1), the Attorney General or his/her designee may certify that an individual defendant acted within the scope of his employment at the time of the incident giving rise to the suit. ID., 28 U.S.C. Section 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. Section 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity.

If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. Section 2679(d)(3).

Liability for any negligent or willful acts of members of this joint investigative effort, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. Section 1983 for state officers or cross-deputized federal officers.

Both state and federal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgeral, 457 U.S. 800 (1982).

Officers assigned to this joint investigative effort may request representation by the U. S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R. Sections 50.15, 50.16.

An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General, or his/her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. Section 50.15(a).

An officer's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the task force. The CDC will then forward the representation request to the FBI's Office of The General Counsel (OGC) together with a letterhead memorandum concerning the factual basis for the lawsuit. FBIHQ/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. Section 50.15 (a)(3).

If an officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgement rendered against the employee in his/her individual capacity. 28 C.F.R. Section 50.15 (c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. Section 50.15(a).

SECTION FOURTEEN - DURATION OF THE TASK FORCE:

This joint investigative effort will continue for an indefinite period but participation may be terminated at anytime upon the written notice of either party to this Memorandum of Understanding.

SIGNATORIES:

Charles E. Mandigo

SPECIAL AGENT IN CHARGE
Federal Bureau of Investigation
Seattle, Washington

6/11/02
Date

CHIEF
Washington State Patrol
Olympia, Washington

6/17/02
Date

Peter S. Bobinski

OFFICE OF THE CHIEF CONTRACTING OFFICER
FBIHQ
WASHINGTON, D.C.

6/5/02
Date

PETER S. BOBINSKI
CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

12-201 (Rev. 10-8-02)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

C041069FED

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/12/2004	S4N402835			1

6. To Contractor (Name, Address and Zip Code):
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA
98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ERF BLDG #27958A, SUPPLY TECH.
QUANTICO, VA
22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6875, JEH F.B.I. BLDG.
WASHINGTON, D. C.
20535

9. Send Invoice to:
FEDERAL BUREAU OF INVESTIGATION
ERF BLDG #27958A, SUPPLY TECH.
QUANTICO, VA
22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
0001	CONTRACT #:**-OPEN MARKET DUE DATE:06/01/2004 NO58 00-CRU-0001 INTEGRATED WIRELESS NETWORK EQUIPMENT/INSTALLATION	1	EA	44584.650	2044584.65

****
ALL PAYMENTS BY THE GOVERNMENT UNDER THIS ORDER SHALL BE MADE BY ELECTRONIC FUNDS TRANSFER (EFT). THE VENDOR SHALL PROVIDE THIS INFORMATION ON EACH INVOICE OR SUBMIT SF-3881 FORM TO: FBI, COMMERCIAL PAYMENTS UNIT
RM. 1987, J. EDGAR HOOVER BLDG
935 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D. C. 20535
IF THIS INFORMATION IS NOT AVAILABLE TO THE GOVERNMENT, THE INVOICE WILL BE CONSIDERED AN IMPROPER INVOICE AND SHALL BE RETURNED.

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➡ XXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

XXXXXXXXXX

17. Name *(Typed)*

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 10-8-02)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/12/2004	04N402835			2

6. To Contractor (Name, Address and Zip Code):
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA
98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ERF BLDG #27958A, SUPPLY TECH.
QUANTICO, VA
22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6875, JEH F.B.I. BLDG.
WASHINGTON, D. C.
20535

9. Send Invoice to:
FEDERAL BUREAU OF INVESTIGATION
ERF BLDG #27958A, SUPPLY TECH.
QUANTICO, VA
22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	***** ALL ITEMS ARE TO BE FURNISHED ACCORDING TO THE TERMS AND CONDITIONS AS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL AND THE DEPARTMENT OF JUSTICE, IN SUPPORT OF THE INTEGRATED WIRELESS NETWORK ***** DEPARTMENT OF JUSTICE INFORMATION ONLY: REQ. J-829894 CC 1826 SUB 5322305				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

CONTRACTOR NUMBER WAS9850400

15. Grand Total 2,044,584.65

See Instructions on Reverse

Point of Contact - Purchase Order Information:
MARGARET DOWD EINSPAHR
703-632-1842

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)* Margaret D. Einspahr

17. Name *(Typed)* Margaret D. Einspahr
Title: Contracting Officer Contracting Officer MDE
Federal Bureau of Investigation

ORIGINAL

Purchase Order Terms and Conditions

52.232-1. Payments (Apr 84)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if (a) The amount due on the deliveries warrants it; or (b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

52.232-8 Discounts for Prompt Payment (Feb 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.301 Solicitation Provisions and Contract Clauses (Matrix)

52.252-2 Clauses Incorporated by Reference (Feb 98)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses(es): hhtp://www.arnet.gov.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Applicable to purchase order for supplies or services:

52.203-3 Gratuities (Apr 84)

52. 203-5 Covenant Against Contingent Fees (Apr 84)

52. 703-7 Anti-Kickback Procedures (Jul 95)

52.211-16 Variation in Quantity (Apr 84)
(permissible variations are stated in the schedule)

52.213-1 Fast Payment Procedure (Feb 98)

52.213-2 Invoices (Apr 84)

52.213-3 Notice to Supplier (Apr 84)

52.213-4 Terms and Conditions - Simplified Acquisitions (other than commercial items) (Jul 2002)

52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Oct 2000)

52.222-3 Convict Labor (Aug 96)

52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (Sept 2000)

52.222-26 Equal Opportunity (Apr 2002)
(applies when aggregate value exceeds $10,000)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of Vietnam Era and other eligible veterans (Dec 2001)

52.222-36 Affirmative Action for Workers with Disabilities (Jun 98)

52.222-37 Employment Reports on Special Disabled Veterans, and Veterans of the Vietnam Era and other eligible veterans (Dec 2001)

52.232-34 Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 99)

52.233-1 Disputes (Jul 2002)

52.243-1 Changes - Fixed Price (Aug 87)

52.246-1 Contractor Inspection Requirements (Apr 84)

52.249-1 Termination for Convenience of the Government (Apr 84)
(Applies when contract $100,000 or less)

Applicable to purchase orders for supplies:

52.222-20 Walsh-Healey Public Contracts Acts (Dec 96)
(applies when the contract exceeds $10,000)

52.225-1 Buy American Act - Supplies (May 2002)

WSP No. C041069FED
Amendment 1

MEMORANDUM OF UNDERSTANDING AMENDMENT

The above-referenced Memorandum of Understanding (MOU) between the **U.S. Department of Justice (DOJ)** and the **Washington State Patrol (WSP)** is hereby amended as follows:

Section 4 SCOPE is revised to include the following:
"The IWN project as described in the MOU is expanded to include the completion of the southern loop of the WSP OC-3 microwave backbone and creating three stub connections off of the southern loop. The southern loop includes microwave for the Code 30(f) border area. The southern loop project will connect the Code 30(f) district office to multiple RF and hop sites. Collectively, these projects are referred to as the Integrated Wireless Network-East (IWN-East) project."

The WSP shall reserve to the DOJ the bandwidth capacity, per IWN design specifications, regardless of the level of DOJ use, for the life of this MOU.

Section 5 FUNDING WSP C shall be replaced with the following: "The WSP shall provide to DOJ the level of capacity, per IWN design specifications, free of monthly recurring charges for all WSP microwave services under this MOU to include tower license/lease agreements and building spaces until 09/30/2014. This does not include those fees charged by other entities other than the WSP for other IWN-related equipment and services."

Section 15 MAINTENANCE is revised to add the following statement: "The WSP is responsible for maintaining all IWN exterior antenna systems and feed lines up to the entry point into buildings."

Section 17 SERVICE LEVEL RESPONSE is revised to add the following statement: "The WSP shall respond to service outage within twelve (12) hours of problem recognition by either WSP or DOJ. The WSP shall follow its current protocol, attached as **Exhibit E**, for service outage response."

Section 18 REAL PROPERTY LEASES is revised to add the following statement: "WSP shall secure all lease or license modifications necessary to support the IWN project for compound expansion required for IWN with the mutual agreement of the DOJ." Costs associated with site expansion charged by other entities will be paid by DOJ through the WSP serving as point of contact.

Section 19 SITE ACCESS is revised to add the following statement: "The WSP and the DOJ shall follow the WSP site access protocols for federal agencies which are attached as **Exhibit F.**"

Section 20 INTERFERENCE RESPONSIBILITIES is revised to add the following statement: "Responsibility for resolving interference issues shall be resolved according to Western Washington Cooperative Interference Committee protocols which are attached as **Exhibit G.**"

Exhibit C IWN-East Roles and Responsibilities is attached hereto and incorporated into the MOU herein.

Exhibit D IWN-East Cost Summary/Payment Schedule is attached hereto and incorporated into the MOU herein.

The Contracting Officer's Technical Representative (COTR) for this MOU shall be Fred Hunt Zumwalt. All goods and services invoiced under this contract shall be verified as correct and confirmed as received, completed and "authorized for payment" by the COTR or his designated alternate.

Funding of this amendment is contingent upon Congressional approval of the funding needed to cover the services contemplated herein.

All other terms and conditions of this MOU remain in full force and effect.

This AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this AMENDMENT.

U.S. DEPARTMENT OF JUSTICE

Margaret D. Einspahr
Margaret D. Einspahr
Contracting Officer

11/15/05
Date

Timothy J. Ritter
Timothy R. Ritter, Director
Wireless Management Office

11/16/06
Date

STATE OF WASHINGTON
WASHINGTON STATE PATROL

FOR: John R. Batiste, Chief

12.1.05
Date

Exhibit C

IWN-EAST ROLES AND RESPONSIBILITIES

1. GENERAL

A. **Task Areas**. The following roles and responsibilities are identified by task area and apply to each of the worksites identified in Exhibit D, IWN-East Cost Summary/Payment Schedule, unless expressly changed herein.

B. **Project Period of Performance**. The DOJ and the WSP agree that all sites identified in Exhibit D shall be "radio ready" by 3:00pm on December 31, 2006. The COTR will be responsible for confirming and communicating the "radio ready" status of each site upon completion.

2. DEFINITIONS

COTR: Contracting Officer's Technical Representative.

Hop Site: Site required for operating the WSP microwave communications system for the IWN-East Project.

JPO: The Joint Program Office of the U.S. Department of Justice.

Radio Ready: All site, building, tower, antenna and connectivity work completed, as per design specifications and validated by the COTR, with the site ready for the installation of RF radio equipment.

RF Site: Site required for operation DOJ radio systems for the IWN-East project or other DOJ use.

SCIP: Site Candidate Information Package.

3. RESPONSIBILITES

A. **Electrical.** The DOJ JPO will be responsible for electrical work at RF sites. The DOJ JPO will provide WSP with a junction box with 220V, 30A breaker at all RF and Hop sites to support WSP microwave installations. The WSP shall provide load requirements estimated through June 30, 2007 to JPO. JPO will be responsible for procuring and installing 48V battery plants up to the fuse panel at all sites; the WSP shall provide specifications to JPO for the battery plants.
B. **Generators.** The JPO will procure and install, as required by surveys and SCIPS, new generators at RF and Hop sites. Each generator delivered to WSP will offset the total contract price by $200 per generator.

C. **HVAC.** The JPO will upgrade HVAC at RF and Hop sites as required by surveys and SCIPs.

D. **Shelters**. The JPO will provide new shelters at RF and Hop sites as required by surveys and SCIPs.

E. **Towers**. The JPO will perform tower studies at all RF and Hop sites. The JPO will upgrade towers or procure and install new towers at RF and Hop sites as required by surveys and SCIPs. By mutual determination between the WSP and DOJ, the WSP will reuse towers when possible and if cost effective. Each tower disassembled and delivered to WSP will offset the total contract price by $1,000 per tower.

F. **Relocation of Tenants**. The WSP shall relocate tenants from existing towers to new towers as necessary to implement the IWN-East project. The WSP shall be responsible for relocating any non-IWN equipment in buildings. The DOJ JPO will move any IWN equipment.

G. **Permitting.** The WSP shall be responsible for all zoning, NEPA, and SHPA requirements at each site.

H. **Antennas and Feed Line**. For new towers, the DOJ JPO will install WSP microwave dishes during the installation of JPO antenna systems if WSP microwave dishes are present and ready for installation. For collocating new equipment on existing towers, WSP will install and test all WSP and JPO antennas.

I. **Interior Grounding**. The JPO will be responsible for interior grounding at all RF and Hop sites except for Code 30(f) and Code 30(f) sites. The WSP shall be responsible for coordinating with the site owners the exterior grounding at Code 30(f) and Code 30(f) sites.

J. **Exterior Grounding**. The JPO will responsible for exterior grounding at all RF and Hop sites except for Code 30(f) and Code 30(f) sites. The WSP shall be responsible for coordinating with site owners the exterior grounding at the Code 30(f) and Code 30(f) sites.

K. **Scheduling.** The JPO and the WSP will coordinate work schedules to ensure that no more than one link outage per day is experienced during this project.

L. **Hazardous Materials**. The WSP shall provide the JPO with any hazardous materials/asbestos information relevant to this project that is in WSP's possession. The JPO will assist with asbestos abatement expenditures up to a maximum of $1,000.00 per site. This abatement will be limited to work directly related to the required JPO site revisions, and does not include abatement for the entire site, unless site revisions are extensive enough to require it.

M. **Site Access.** Site access protocols for the IWN-East project will be consistent with WSP's current protocols for federal agency site access. These protocols are attached in 'Exhibit F - WSP Federal Agency Site Access Protocol'.

N. **Interagency Meetings**. The WSP shall hold project status meetings once per month or as mutually agreed upon with JPO. The DOJ will provide representation at these meetings.

4. INVOICING AND PAYMENT.

A. **Invoices**. The DOJ will reimburse the WSP by General Project Costs and worksite as identified in Exhibit D. The costs in Schedule D are subject to a determination of costs reasonableness as defined above in this Amendment. Each invoice submitted by the WSP to the DOJ for payment shall identify the cost per site billed for the invoice period and total costs as of the invoice period. The WSP shall invoice the DOJ monthly.

B. **Retainage**. The DOJ will retain 20% of each worksite total cost until that worksite has been completed and accepted by the DOJ. There is no retainage for General Project Costs.

C. **Claims**. Claims for payment submitted by the WSP to the DOJ for costs due and payable under this MOU as specified in Exhibit D that were incurred prior to the expiration date shall be paid by the DOJ within 90 days after the end of the Project Period of Performance.

D. **Federal Payments**. In compliance with the Debt Collection and Improvement Act of 1996, all Federal payments will be made by electronic fund transfer. Any interest liability for late payments shall be computed and assessed in accordance with the terms and provisions of the Prompt Payment Act, Federal Acquisition Regulation 52.232-25. For the purposes of this MOU, The timeline for processing invoices will begin once the invoice is received by the Federal Bureau of Investigation Contracting Office.

Exhibit D

IWN East Cost Summary/Payment Schedule

	General Project Costs	Code 30(f)										
Salaries and Benefits	292,000	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817
Contracted Services	805,992	37,682	56,038	54,428	48,078	49,183	59,796	57,770	81,611	58,630	50,518	47,405
Travel	-	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222
Equipment/Software	1,172,634	76,618	119,724	118,294	114,929	108,233	126,666	119,552	227,440	118,320	118,064	171,012
Direct Costs	2,270,626	145,339	206,801	203,761	194,046	188,455	217,501	208,361	340,090	207,989	199,621	249,456
Indirect Costs	102,200	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344
Total	2,372,826	153,683	215,145	212,105	202,390	196,799	225,845	216,705	348,434	216,333	207,965	257,800
Contingency*	237,283	23,053	21,515	21,211	20,239	29,520	22,585	32,506	34,843	32,450	20,797	38,670
Total Project Costs	2,610,109	176,736	236,660	233,316	222,629	226,319	248,430	249,211	383,278	248,783	228,762	296,470
Retainage based on 20%:												
Total minus Retainage	2,372,826	122,947	172,116	169,684	161,912	157,439	180,676	173,364	278,747	173,067	166,372	206,240
Retainage	-	30,737	43,029	42,421	40,478	39,360	45,169	43,341	69,687	43,267	41,593	51,560
Total Reimbursement**	2,372,826	153,683	215,145	212,105	202,390	196,799	225,845	216,705	348,434	216,333	207,965	257,800

	Code 30(f)											
Salaries and Benefits	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817
Contracted Services	47,405	42,399	63,119	54,862	73,212	65,271	50,681	38,436	11,984	38,092	35,592	32,102
Travel	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222
Equipment/Software	121,232	112,843	143,484	127,142	200,784	187,850	81,668	225,316	126,129	100,861	82,747	93,414
Direct Costs	199,676	186,281	237,642	213,043	305,035	284,160	163,388	294,791	169,152	169,992	149,378	156,555
Indirect Costs	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344
Total	208,020	194,625	245,986	221,387	313,379	292,504	171,732	303,135	177,496	178,336	157,722	164,899
Contingency*	20,802	19,463	36,898	22,139	31,338	29,250	17,173	45,470	26,624	26,750	15,772	16,490
Total Project Costs	228,822	214,088	282,884	243,526	344,717	321,755	188,906	348,606	204,121	205,087	173,495	181,389
Retainage based on 20%:												
Total minus Retainage	166,416	155,700	196,789	177,110	250,703	234,003	137,386	242,508	141,997	142,669	126,178	131,919
Retainage	41,604	38,925	49,197	44,277	62,676	58,501	34,346	60,627	35,499	35,667	31,544	32,980
Total Reimbursement**	208,020	194,625	245,986	221,387	313,379	292,504	171,732	303,135	177,496	178,336	157,722	164,899

	Code 30(f)											Optional	Total
Salaries and Benefits	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	23,817	47,633	1,149,400
Contracted Services	42,676	41,581	42,824	50,565	29,131	43,552	72,664	84,980	25,124	53,783	28,027	6,000	2,481,193
Travel	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	7,222	14,444	260,000
Equipment/Software	151,049	117,325	117,987	110,732	64,011	111,834	159,844	220,469	85,341	141,611	79,576	36,050	5,590,785
irect Costs	224,764	189,945	191,850	192,336	124,181	186,425	263,547	336,488	141,504	226,433	138,642	104,128	9,481,378
ndirect Costs	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	8,344	16,689	402,600
Total	233,108	198,289	200,194	200,680	132,525	194,769	271,891	344,832	149,848	234,777	146,986	120,817	9,883,978
Contingency*	23,311	19,829	20,019	30,102	13,253	19,477	27,189	51,725	14,985	23,478	14,699	12,082	1,112,987
Total Project Costs	256,419	218,118	220,214	230,782	145,778	214,246	299,080	396,557	164,833	258,255	161,685	132,898	10,996,965
Retainage based on 20%:													
Total minus Retainage	186,487	158,631	160,155	160,544	106,020	155,815	217,513	275,866	119,879	187,822	117,589	96,653	7,907,182
Retainage	46,622	39,658	40,039	40,136	26,505	38,954	54,378	68,966	29,970	46,955	29,397	24,163	1,976,796
Total Reimbursement**	233,108	198,289	200,194	200,680	132,525	194,769	271,891	344,832	149,848	234,777	146,986	120,817	9,883,978

*10% RF sites; 15% hop sites

** Does not include contingency

Exhibit E

Service Outage Response Protocol

Unplanned Outages (during normal business hours). In the event of an unscheduled service outage during normal business hours, DOJ/JPO will notify the WSP Field Support Manager by telephone or electronic mail. WSP will provide DOJ/JPO with this contact information, to include office and cellular telephone numbers and electronic mail address. In addition, WSP will provide a secondary designee and associated contact information in case of the primary designee is out of contact. This notification will include the time of the outage and the affected site(s). WSP will dispatch technicians to address the outage, and DOJ/JPO will be notified as to the nature of the outage and the estimated time to repair when this information is known. WSP will notify DOJ when service is restored.

Unplanned Outages (outside normal business hours). In the event of an unscheduled service outage outside of normal business hours, DOJ/JPO will notify the appropriate WSP Communications Center by telephone. WSP will provide a list of contact information for the Communication Centers. WSP will provide DOJ with a site response matrix with the contact telephone numbers for each site. This notification will include the time of the outage and the affected site(s). WSP will dispatch technicians to address the outage, and DOJ/JPO will be notified as to the nature of the outage and the estimated time to repair when this information is known. WSP will then notify DOJ/JPO when service is restored.

Scheduled Outages. WSP will coordinate scheduled outages in advance, with DOJ/JPO, a minimum of fourteen (14) calendar days prior to the outage. WSP will provide DOJ/JPO information on the nature of the outage, site(s) affected, and estimated time that service will be restored. This notification will be made by the Electronic Services Division Commander or their designee. This notification will be made via telephone and electronic mail.

Modifications to this protocol will be made under mutual agreement from DOJ COTR and WSP's Electronic Services Division Commander.

Exhibit F

WSP Federal Agency Site Access Protocol

The DOJ will provide the WSP's IWN East project manager a list of approved vendors and/or contractors that require access to IWN related communication sites. In addition, DOJ will provide the WSP IWN East project manager a list of all authorized Federal agencies and their staff, by name and title, who require access to IWN related communication sites. These named individuals will be subject to WSP's security access requirements which may include a background check prior to receiving site access approval.

The approved vendors, contractors, and Federal representatives will be issued site access keys for a period of time necessary to complete their work. Those Federal representatives that have ongoing requirements past the life of the IWN East project, will be issued site access keys for the duration of their maintenance responsibilities.

Site escort services will be provided on an as-needed basis. It is expected that the IWN East project manager will be notified in advance, sufficiently, to minimize the impact to the project schedule and WSP related budgets.

Exhibit G

WESTERN WASHINGTON COOPERATIVE INTERFERENCE COMMITTEE

WWCIC ENGINEERING STANDARD #6 REV. C (02-97)

FOR RADIO TRANSMITTING AND RECEIVING DEVICES

AND FM BROADCAST

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed.

Transmitters in the Code 30(f) range shall have a low pass filter, band pass filter or cavity providing a minimum of Code 30 Code 30(f) attenuation removed Code 30(f) from the operating frequency.

Transmitters in the Code 30(f) range shall have at least Code 30(f) Code 30(f) of isolation followed by a band pass cavity providing at least Code 30(f) of attenuation Code 30(f) removed from the operating frequency.

Transmitters in the Code 30(f) range operating at a power level of Code 30(f) or less shall have at least Code 30(f) of isolation followed by a band pass cavity providing at least Code 30(Code 30 of attenuation Code 30(f) from the operating frequency.

Transmitters in the Code 30(f) range at power levels above Code 30(f) shall have a band pass cavity providing at least Code 30(f) Code 30(f) of attenuation Code 30(f) from the operating frequency.

Transmitters in the Code 30(f) range shall have at least Code 30(f) of isolation followed by a low pass filter and band pass cavity with a minimum of Code 30(f) of attenuation Code 30(f) removed from the operating frequency.

Transmitters in the Code 30(f) range shall have at least Code 30(f) of isolation followed by a low pass filter and band pass cavity with a minimum of Code 30(f) of attenuation Code 30(f) removed from the operating frequency.

Transmitters in the Code 30(f) range shall have at least Code 30(f) of isolation followed by a low pass filter or a band pass filter with a minimum of Code 30(f) of attenuation Code 30(f) removed from the operating frequency and Code 30(f) of attenuation at Code 30(f).

The following engineering standards will be observed:

A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such as the first RF amplifier in a receiver which can re-radiate causing interference.

The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.

Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.

Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.

Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.

All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper strap or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. The site manager has the responsibility of providing a suitable ground for users.

Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals are prohibited. Transmission lines are to be insulated from metallic structures/objects. It is the duty of installation personnel to prevent "diode junctions" from taking place.

All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be plastic coated.

All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency, (FCC, NTIA). There shall be no modifications which violate "FCC Type Acceptance."

It is recommended that all equipment be labeled with the owner's name and a current 24- hour telephone contact number, (service agency is acceptable).

Every effort should be made to protect the equipment from lightning damage. Feed- through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors should be used in control, audio, telephone and power connections.

INTERFERENCE POLICY STATEMENT

In the event Radio Interference (RI) occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. If these standards are complied with, additional isolators, filters, cavities, etc. may be required. All equipment must be maintained in good working order and meet original manufacturer's and FCC specifications for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc. may be required to correct specific problems.

Involved systems not in full compliance with these standards will be asked to comply immediately at their own expense.

It is customary for the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. It is also good practice to allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

The PCS industry is developing the Code 30(f) band. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed by this committee as needed.

These are minimum standards of good engineering practice in the operation and maintenance of electronic sites. These standards will be revised as deemed necessary by the committee.

12-201 (Rev. 10-8-02)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
09/16/2005	S5N506085			1

6. To Contractor (Name, Address and Zip Code):
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

C041069FED

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ERF BLDG #27958A, SUPPLY TECH.
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to:
FEDERAL BUREAU OF INVESTIGATION
ERF BLDG #27958A, SUPPLY TECH.
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
0001	CONTRACT #:**-OPEN MARKET DUE DATE:09/30/2013 NO58 00-CRU-0001 INTEGRATED WIRELESS NETWORK EQUIPMENT/INSTALLATION ***** ALL PAYMENTS BY THE GOVERNMENT UNDER THIS ORDER SHALL BE MADE BY ELECTRONIC FUNDS TRANSFER (EFT). THE VENDOR SHALL PROVIDE THIS INFORMATION ON EACH INVOICE OR SUBMIT SF-3881 FORM TO: FBI, COMMERCIAL PAYMENTS UNIT RM. 1987, J. EDGAR HOOVER BLDG 935 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20535 IF THIS INFORMATION IS NOT AVAILABLE TO THE GOVERNMENT, THE INVOICE WILL BE CONSIDERED AN IMPROPER INVOICE AND SHALL BE RETURNED.	1	EA	100000.000	100000.00

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total XXXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXXX

Title: Contracting Officer

ORIGINAL

Purchase Order Terms and Conditions

52.232-1. Payments (Apr 84)
The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if (a) The amount due on the deliveries warrants it; or (b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

52.232-8 Discounts for Prompt Payment (Feb 2002)
(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.301 Solicitation Provisions and Contract Clauses (Matrix)

52.252-2 Clauses Incorporated by Reference (Feb 98)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses(es): hhtp://www.arnet.gov.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Applicable to purchase order for supplies or services:

52.203-3 Gratuities (Apr 84)

52. 203-5 Covenant Against Contingent Fees (Apr 84)

52. 203-7 Anti-Kickback Procedures (Jul 95)

52.211-16 Variation in Quantity (Apr 84)
(permissible variations are stated in the schedule)

52.213-1 Fast Payment Procedure (Feb 98)

52.213-2 Invoices (Apr 84)

52.213-3 Notice to Supplier (Apr 84)

52.213-4 Terms and Conditions - Simplified Acquisitions (other than commercial items) (Jul 2002)

52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Oct 2000)

52.222-3 Convict Labor (Aug 96)

52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (Sept 2000)

52.222-26 Equal Opportunity (Apr 2002)
(applies when aggregate value exceeds $10,000)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of Vietnam Era and other eligible veterans (Dec 2001)

52.222-36 Affirmative Action for Workers with Disabilities (Jun 98)

52.222-37 Employment Reports on Special Disabled Veterans, and Veterans of the Vietnam Era and other eligible veterans (Dec 2001)

52.232-34 Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 99)

52.233-1 Disputes (Jul 2002)

52.243-1 Changes - Fixed Price (Aug 87)

52.246-1 Contractor Inspection Requirements (Apr 84)

52.249-1 Termination for Convenience of the Government (Apr 84)
(Applies when contract $100,000 or less)

Applicable to purchase orders for supplies:

52.222-20 Walsh-Healey Public Contracts Acts (Dec 96)
(applies when the contract exceeds $10,000)

52.225-1 Buy American Act - Supplies (May 2002)

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600268			1

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
OTHER STATE/LOCAL GOVT	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
0001	CONTRACT #:**-OPEN MARKET DUE DATE:09/30/2013 5985 00-FBI-6017 SUPPORT OF IWN SOUTHERN LOOP STATE OF WASHINGTON ***** ALL ITEMS AND SERVICES ARE TO BE FURNISHED IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING DATED APRIL 13, 2004 AND THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING DATED DECEMBER 1, 2005. ***** THE PERIOD OF PERFORMANCE IS DECEMBER 1, 2005 THROUGH 3:00 PM DECEMBER 31, 2006. ***** AS A RESULT OF THE FEDERAL FINANCIAL MANAGEMENT ACT OF 1996, THE FBI IS REQUIRED TO ACCOUNT, ON A QUARTERLY FISCAL YEAR BASIS, FOR THE COST OF SERVICES PERFORMED BY A CONTRACTOR FOR WHICH REIMBURSEMENT HAS NOT BEEN MADE. IN ORDER FOR THE FBI TO MEET THIS FINANCIAL	1	EA	896965.000	0896965.00

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➧ XXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600268			2

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
OTHER STATE/LOCAL GOVT	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	REPORTING OBLIGATION, THE CONTRACTOR SHALL NOTIFY THE FBI OF THEIR ESTIMATE OF COSTS INCURRED FOR SERVICES RENDERED, UNDER THE TERMS OF THIS CONTRACTUAL AGREEMENT, FOR WHICH REIMBURSEMENT HAS NOT BEEN RECEIVED. THIS NOTIFICATION SHALL BE PROVIDED TO THE CONTRACTING OFFICER ON A QUARTERLY BASIS IN ACCORDANCE WITH THE FOLLOWING SCHEDULE. FOR THE PERIOD ENDING DECEMBER 31, THE DUE DATE FOR PROVIDING THIS NOTIFICATION IS DECEMBER 20. FOR THE PERIOD ENDING MARCH 31, THE DUE DATE FOR PROVIDING THIS NOTIFICATION IS MARCH 20. FOR THE PERIOD ENDING JUNE 30, THE DUE DATE FOR PROVIDING THIS NOTIFICATION IS JUNE 20. FOR THE PERIOD ENDING SEPTEMBER 30, THE DUE DATE				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➧ XXXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600268			3

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
OTHER STATE/LOCAL GOVT	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	FOR PROVIDING THIS NOTIFICATION IS SEPTEMBER 20. . THIS NOTIFICATION IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT PRECLUDE THE CONTRACTOR FROM SUBMITTING PROPER INVOICES, FOR WORK PERFORMED, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACTUAL AGREEMENT. ***** CONTRACTING OFFICER'S REPRESENTATIVE (COR) FRED H. ZUMWALT (703) 898-5827 SEND ALL INVOICES AND INQUIRIES TO MR. ZUMWALT U.S.DEPARTMENT OFJUSTICE WIRELESS MANAGEMENT OFFICE 12801 FAIR LAKES PARKWAY, SUITE 100 FAIRFAX, VA 22033 *****				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➧ XXXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600268			4

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
OTHER STATE/LOCAL GOVT	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	THE COTR DOES NOT HAVE THE AUTHORITY TO ALTER THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT, AND/OR MODIFY ANY OF THE EXPRESSED TERMS, CONDITIONS, SPECIFICATIONS OR COST OF THE AGREEMENT. IF AS A RESULT OF TECHNICAL DISCUSSIONS IT IS DESIRABLE TO ALTER/CHANGE CONTRACTUAL OBLIGATIONS OR THE SCOPE OF WORK, THE CONTRACTING OFFICER SHALL ISSUE SUCH CHANGES. THE COTR IS RESPONSIBLE, AS APPLICABLE, FOR: RECEIVING ALL DELIVERABLES, INSPECTING AND ACCEPTING THE SUPPLIES OR SERVICES PROVIDED HEREUNDER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDING DIRECTION TO THE CONTRACTOR WHICH CLARIFIES THE CONTRACT EFFORT, FILLS IN DETAILS OR OTHERWISE SERVES TO ACCOMPLISH THE CONTRACTUAL SCOPE OF WORK; EVALUATING PERFORMANCE; AND VERIFYING ALL INVOICES/VOUCHERS FOR ACCEPTANCE OF THE SUPPLIES OR SERVICES FURNISHED FOR PAYMENT.				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➧ XXXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600268			5

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
OTHER STATE/LOCAL GOVT	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985) CLAUSE PER JUSTICE ACQUISITION REGULATION 2852.201-70. THE INDIVIDUAL LISTED IS HEREBY DESIGNATED TO ACT AS CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) UNDER THIS CONTRACT. ***** A PROPER INVOICE SUBMITTED FOR PAYMENT TO THE FBI MUST CONTAIN THE FOLLOWING: THE NAME OF THE VENDOR; AN INVOICE NUMBER; THE CONTRACT OR PURCHASE ORDER NUMBER; THE INVOICE DATE; DESCRIPTION (I.E. NAME OR ITEM LINE NUMBER), PRICE AND QUANTITY OF GOODS OR SERVICES RENDERED; SHIPPING AND/OR PAYMENT TERMS; TAXPAYER ID#; BANKING / ROUTING NUMBER TO ALLOW EFT PAYMENT; CONTACT NAME, TITLE AND TELEPHONE NUMBER AND ANY OTHER SUBSTANTIATING DOCUMENTATION AS REQUIRED BY THE CONTRACT. *****				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➧ XXXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600268			6

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
OTHER STATE/LOCAL GOVT	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	ALL PAYMENTS BY THE GOVERNMENT UNDER THIS ORDER SHALL BE MADE BY ELECTRONIC FUNDS TRANSFER (EFT). THE VENDOR SHALL PROVIDE THIS INFORMATION ON EACH INVOICE OR SUBMIT SF-3881 FORM TO: FBI, COMMERCIAL PAYMENTS UNIT RM. 1987, J. EDGAR HOOVER BLDG 935 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20535 IF THIS INFORMATION IS NOT AVAILABLE TO THE GOVERNMENT, THE INVOICE WILL BE CONSIDERED AN IMPROPER INVOICE AND SHALL BE RETURNED. ***** FEDERAL STATUTE REQUIRES THAT THE FEDERAL GOVERNMENT PAY IN ARREARS ONLY. THEREFORE, BILLING SHOULD BE MONTHLY OR QUARTERLY (TITLE 31, U.S.C. SECTION 3324). ***** ****************FOR FBI INFO ONLY**************** REQ J824446 CC 1826 SUB 5332305				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

CONTRACTOR NUMBER WAS9850400

15. Grand Total 10,896,965.00

See Instructions on Reverse

Point of Contact - Purchase Order Information:
MARGARET DOWD EINSPAHR
703-632-8260

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)* Margaret D Einspahr

17. Name *(Typed)*
MARGARET D. EINSPAHR
Title: Contracting Officer

MDE

FEDERAL BUREAU OF INVESTIGATION

ORIGINAL

12-201 (Rev. 10-8-02)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600268			1

6. To Contractor (Name, Address and Zip Code):
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619
C041069FED

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6923, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to:
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
CONTRACT #:*-OPEN MARKET DUE DATE:09/30/2006 0001 5985 00-FBI-6017 SUPPORT OF IWN SOUTHERN LOOP STATE OF WASHINGTON ***** ALL ITEMS AND SERVICES ARE TO BE FURNISHED IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING DATED APRIL 13, 2004 AND THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING DATED DECEMBER 1, 2005. ***** THE PERIOD OF PERFORMANCE IS DECEMBER 1, 2005 THROUGH 5:00 PM DECEMBER 31, 2006. ***** AS A RESULT OF THE FEDERAL FINANCIAL MANAGEMENT ACT OF 1996, THE FBI IS REQUIRED TO ACCOUNT, ON A QUARTERLY FISCAL YEAR BASIS, FOR THE COST OF SERVICES PERFORMED BY A CONTRACTOR FOR WHICH REIMBURSEMENT HAS NOT BEEN MADE. IN ORDER FOR THE FBI TO MEET THIS FINANCIAL	1	EA	896965.0001	0896965.00

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

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15. Grand Total XXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 10-8-02)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600268			3

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OLYMPIA WA 98504-2619

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ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

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PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

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QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	FOR PROVIDING THIS NOTIFICATION IS SEPTEMBER 20. . THIS NOTIFICATION IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT PRECLUDE THE CONTRACTOR FROM SUBMITTING PROPER INVOICES, FOR WORK PERFORMED, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACTUAL AGREEMENT. ***** CONTRACTING OFFICER'S REPRESENTATIVE (COR) FRED H. ZUMWALT (703) 698-5627 SEND ALL INVOICES AND INQUIRIES TO MR. ZUMWALT U.S.DEPARTMENT OFJUSTICE WIRELESS MANAGEMENT OFFICE 12001 FAIR LAKES PARKWAY, SUITE 100 FAIRFAX, VA 22033 *****				

14. Type of Order

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15. Grand Total ⇨ XXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 10-8-02)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600269			5

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98504-2619

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QUANTICO, VA
22135

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WASHINGTON, D. C.
20535

9. Send Invoice to:
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ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA
22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985) CLAUSE PER JUSTICE ACQUISITION REGULATION 2852.201-70. THE INDIVIDUAL LISTED IS HEREBY DESIGNATED TO ACT AS CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) UNDER THIS CONTRACT. ***** A PROPER INVOICE SUBMITTED FOR PAYMENT TO THE FBI MUST CONTAIN THE FOLLOWING: THE NAME OF THE VENDOR; THE INVOICE DATE; THE CONTRACT OR PURCHASE ORDER NUMBER; AN INVOICE NUMBER; DESCRIPTION (IE. NAME OR ITEM LINE NUMBER), PRICE AND QUANTITY OF GOODS OR SERVICES RENDERED; SHIPPING AND/OR PAYMENT TERMS; TAXPAYER ID#; BANKING / ROUTING NUMBER TO ALLOW EFT PAYMENT; CONTACT NAME, TITLE AND TELEPHONE NUMBER AND ANY OTHER SUBSTANTIATING DOCUMENTATION AS REQUIRED BY THE CONTRACT. *****				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total XXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)* XXXXXXXXXX

17. Name *(Typed)*

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 10-8-02)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
02/26/2006	S6N600268			6

6. To Contractor (Name, Address and Zip Code):
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA
98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA
22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C.
20535

9. Send Invoice to:
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA
22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	ALL PAYMENTS BY THE GOVERNMENT UNDER THIS ORDER SHALL BE MADE BY ELECTRONIC FUNDS TRANSFER (EFT). THE VENDOR SHALL PROVIDE THIS INFORMATION ON EACH INVOICE OR SUBMIT SF-3881 FORM TO: FBI, COMMERCIAL PAYMENTS UNIT RM. 1987, J. EDGAR HOOVER BLDG 935 PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20535 IF THIS INFORMATION IS NOT AVAILABLE TO THE GOVERNMENT, THE INVOICE WILL BE CONSIDERED AN IMPROPER INVOICE AND SHALL BE RETURNED. ***** FEDERAL STATUTE REQUIRES THAT THE FEDERAL GOVERNMENT PAY IN ARREARS ONLY. THEREFORE, BILLING SHOULD BE MONTHLY OR QUARTERLY (TITLE 31, U.S.C. SECTION 3324). ***** ***************FOR FBI INFO ONLY************* REQ J824446 CC 1826 SUB 5322305				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

CONTRACTOR NUMBER WA9850400

15. Grand Total ▶ 10,896,965.00

See Instructions on Reverse

Point of Contact - Purchase Order Information:
MARGARET DOWD EINSPAHR
703-632-1842
Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)* Margaret D. Einspahr
17. Name *(Typed)* Margaret D. Einspahr
Title: Contracting Officer
Contracting Officer
Federal Bureau of Investigation

ORIGINAL

WSP No. C041069FED
Amendment 3

MEMORANDUM OF UNDERSTANDING AMENTMENT 3

The above-referenced Memorandum of Understanding (MOU) between the U.S. Department of Justice (DOJ) and the Washington State Patrol (WSP) dated 12 February 2004, Amendment 1 dated 15 November 2005, and Amendment 2 dated 27 October 2006 are hereby amended as follows:

Section 4 SCOPE is revised to include microwave and site installation support services more specifically defined in attached spreadsheet. Both parties acknowledge that project costs (both "per site" and "General Project Costs") identified in Exhibits D and E of the MOU are estimated costs for budgeting purposes only. WSP shall be reimbursed for the actual general project costs and actual per site costs, provided the maximum dollar amount authorized for this work under orders for Supplies and Services issued by the Federal Bureau of Investigation is not exceeded.

Section 5 FUNDING WSP C shall be replaced with the following "The WSP shall provide to the DOJ the level of capacity, per IWN design specifications, free of monthly recurring charges for all WSP microwave services under this MOU to include tower license/lease agreements and building spaces until 09/30/2020. This does not include those fees charged by entities other than the WSP for other IWN-related equipment and services."

All other terms and conditions of the MOU remain in full force and effect.

This Amendment is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

U.S. DEPARTMENT OR JUSTICE

Margaret D. Einspahr

2/14/2009
Date

STATE OF WASHINGTON
WASHINGTON STATE PATROL

John R. Batiste, Chief

3-4-09
Date

WSP No. C041069FED
Amendment 2

MEMORANDUM OF UNDERSTANDING AMENDMENT

The above-referenced Memorandum of Understanding (MOU) between the **U.S. Department of Justice (DOJ)** and the **Washington State Patrol (WSP)**, dated February 12, 2004, and Amendment 1, dated November 15, 2005, are hereby amended as follows:

Section 4 SCOPE is revised to include the following:
"The IWN project as described in the MOU is expanded to include the completion of a survivability ring. The WSP, via a subcontract agreement with Alcatel, shall make arrangement for services and equipment* to be provided by Alcatel at eight communications sites, including Code 30(f) Code 30(f) in Code 30(f) and Code 30(f) in Code 30(f). In addition, WSP shall provide equipment for DOJ facilities in Code 30(f) and Code 30(f), Oregon. All work and equipment provided for herein shall be in support of the U.S. Department of Justice Integrated Wireless Network project.

BOTHEL AND AT&T IDC SITE WORK
WSP, via Alcatel, shall arrange for services and equipment** for both Code 30(f) and Code 30(f) Site work.

Code 30(f) **SITE WORK**
WSP, via Alcatel, shall arrange for services and equipment** for Code 30(f) site.

PORTLAND AND SALEM, OREGON EQUIPMENT
WSP, via Alcatel, shall arrange for services and equipment for the Code 30(f) and Code 30(f) Oregon sites. Services and equipment** shall include integration and system engineering. Services do not include installation and test services.

**Services and Equipment shall mean Alcatel quote #D57657-E, dated May 26, 2006 ~~(see attached)~~.

Section 5 FUNDING WSP C shall be replaced with the following: "The WSP shall provide to DOJ the level of capacity, per IWN design specifications, free of monthly recurring charges for all WSP microwave services under this MOU to include tower license/lease agreements and building spaces until 09/30/2016. This does not include those fees charged by other entities other than the WSP for other IWN-related equipment and services."

Section 18 REAL PROPERTY LEASES is revised to add the following statement: "WSP shall secure all lease or license modifications necessary to support the IWN project for survivability ring expansion required for IWN with the mutual agreement of the DOJ." Costs associated with site expansion charged by other entities will be paid by DOJ through the WSP serving as point of contact.

PB E MSS

Exhibit ~~D~~ IWN-Survivability Ring Cost Summary/Payment Schedule is attached hereto and incorporated into the MOU herein. Department of Justice funding for this contract is contingent upon a cost/price analysis to determine price reasonableness. This analysis will be conducted by the Department of Justice Contracting Officer.

ROLES AND RESPONSIBILITIES

The roles and responsibilities from WSP and Alcatel proposed herein shall be consistent with that of Amendment 1 (IWN-East) of the current Memorandum of Understanding between WSP and the Department of Justice, dated November 15, 2005. WSP and Alcatel shall provide similar services and equipment as defined in Amendment 1 and shall adhere to the same terms and conditions described in Amendment 1.

SCHEDULE

The schedule for the survivability ring work will be the same as the IWN-East project schedule. All sites will be 'radio ready' by December 31, 2006 and the project will be completed by June 30, 2007.

8 PB MSS 7

COST SUMMARY

Contracted Services includes engineering and management services, 2nd and 3rd year return and repair (R&R) service on proposed equipment, support by Alcatel's Customer Technical Center (CTAC) and training on the 7470 and 5620 equipment.

Equipment/Software includes the proposed equipment spares and 5620 software.

Contingency - 20% contingency is proposed for all included sites.

Retainage listed in Exhibit E does not include contingency amounts.

Total Reimbursement does not include contingency.

Funding of this amendment is contingent upon Congressional approval of the funding needed to cover the services contemplated herein.

All other terms and conditions of this MOU remain in full force and effect.

This AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this AMENDMENT.

U.S. DEPARTMENT OF JUSTICE

Margaret D. Einspahr

Margaret D. Einspahr

10/27/2004

Date

STATE OF WASHINGTON
WASHINGTON STATE PATROL

Paul S. Beckley

FOR: John R. Batiste, Chief

3-28-07

Date

Exhibit E

IWN East - Survivability Ring Cost Summary/Payment Schedule

	General Project Costs	[redacted]								Total
Salaries and Benefits		23,817	-	-	-	-	-			23,817
Contracted Services*	304,238	59,016	40,347	37,170	54,907	49,981	6,000	3,400	3,400	558,459
Travel		7,222	-							7,222
Equipment/Software**	55,422	193,710	95,600	95,785	105,592	181,851	38,389	31,240	34,766	832,355
Direct Costs	359,660	283,765	135,947	132,955	160,499	231,832	44,389	34,640	38,166	1,421,853
Indirect Costs	-	8,336	-	-	-	-	-	-		8,336
Total	359,660	292,101	135,947	132,955	160,499	231,832	44,389	34,640	38,166	1,430,189
Contingency***	71,932	58,420	27,189	26,591	32,100	46,366	8,878	6,928	7,633	286,038
Total Project Costs	431,592	350,521	163,136	159,546	192,599	278,198	53,267	41,568	45,799	1,716,227
Total minus Retainage	359,660	233,681	108,758	106,364	128,399	185,466	35,511	27,712	30,533	1,144,151
Retainage****	-	58,420	27,189	26,591	32,100	46,366	8,878	6,928	7,633	286,038
Total Reimbursement*****	359,660	292,101	135,947	132,955	160,499	231,832	44,389	34,640	38,166	1,430,189

* Includes management services: 2nd & 3rd Yr R&R: CTAC Cost: 7470/5620 Training
** Includes equipment spares: 5620 software:
*** 20%contingency for all sites
**** Retainage based on 20%
***** Does not include contingency

WSP IWN Site Completion List

Site	Work Description	Cost Estimate
Code 30(f)	1) Remove existing generator vent louvers/replace with screened hoods	$1,000
	2) Purchase/install correct exhaust thimble in generator room	$1,500
	3) Purchase/install heater in generator building	$750
	4) Purchase/install snow access solution on new generator shelter	$5,000
	5) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Seal generator shelter wall to floor	$500
	2) Purchase/install anti-climb gate on tower ladder	$1,500
	3) Prepare vacated generator room for use	$800
	1) Relocate DC power unit to new equipment shelter	$1,500
	2) Remove temporary generator/fuel tank	$750
	3) Relocate or replace temporary waveguide/reroute into new equipment shelter	$3,000
	4) Change remaining locksets	$300
	5) Replace generator/transfer switch	$60,000
	6) Purchase/install anti-climb gate on tower ladder	$1,500
	7) Design/Purchase/install Ice shield for condensing units, relocate as necessary	$9,000
	1) Purchase/install ice bridge cross-bracing	$1,000
	2) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$2,500
	2) Extend generator room wall to achieve required code clearances	$10,000
	3) Relocate ATS into the equipment room	$1,500
	4) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Repair access road damage (WA DNR requirement)	$15,000
	2) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Purchase/install ice bridge over generator unit	$5,000
	2) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$9,000
	2) Repair ice bridge damage/strengthen with additional support bracing	$4,000
	3) Repair access road damage (USFS requirement)	$15,000
	4) Reinstall fuel day tank to correct specifications	$750
	5) Install exterior door in new equipment room	$5,000
	6) Purchase/install heater in generator building	$750
	7) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$2,000
	2) Seal generator shelter wall to floor	$500
	3) Complete outstanding permit	$2,500
	4) Reinforce snow hoods	$1,000
	5) Purchase/install snow access solution on new generator shelter	$5,000
	6) Repair A/C unit	$1,500
	7) Wire A/C unit into emergency circuit	$1,500
	8) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Extend existing generator shelter roof to cover new external generator	$11,000
	1) Redesign/install generator ventilation system	$7,500
	2) Strengthen HVAC bracing	$1,000
	8) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$5,000

WSP IWN Site Completion List

Site	Work Description	Cost Estimate
Code 30(f)	2) Seal generator shelter wall to floor	$500
	3) Repair roof damage	$2,000
	4) Purchase/install snow access solution on new generator shelter	$5,000
	5) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$6,500
	2) Paint new 12' white antenna to gray (USFS requirement)	$800
	3) Purchase/install day tank with a fuel return pump	$1,000
	4) Replace fuel lines to existing fuel tank- convert from hose to rigid pipe	$750
	5) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Design/implement solution for different floor level between new equipment room and DO	$5,000
	1) Purchase/install anti-climb gate on tower ladder	$1,500
	2) Purchase/install snow access solution on new equipment shelter	$10,000
	1) Redesign/install generator ventilation system	$9,000
	1) Replace damaged ventilation hood	$1,000
	5) Purchase/install anti-climb near stairs	$1,500
	1) Purchase/install anti-climb gate on tower ladder	$1,500
	2) Purchase/install snow access solution on new generator shelter	$5,000
	3) Transfer antennas to new tower	$5,000
	1) Replace generator shelter door	$600
	1) Purchase/install anti-climb gate on tower ladder	$1,500
	Tower upgrades and antenna removal	$12,000
	1) Purchase/install anti-climb gate on tower ladder	$1,500
	Install New Shelter	$85,000
	Design, purchase materials, and install Ground ring	$4,000
Multiple Sites	Install ground kits for pre-existing antennas to preserve the integrity of the R-56 grounding solution. 22 sites @ 10 kits each 120.00 per kit	26,400
		Total $397,150

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/24/2007	S7N603015J			1

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROCUREMENT SECTION
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
STATE/LOCAL GOVT-EDUCATIO	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
0001	CONTRACT #:**-OPEN MARKET DUE DATE:09/30/2013 R499 00-FBI-0008 INTEGRATED WIRELESS NETWORK	1	EA	716227.000	1716227.00
	********** THIS ORDER IS ISSUED IN ACCORDANCE WITH THE MEMORANDUM OF UNDERSTANDING, AND AMENDMENTS 1 AND 2, BETWEEN THE DEPARTMENT OF JUSTICE AND THE WASHINGTON STATE PATROL, FOR CONTINUED PERFORMANCE OF THE UPGRADE OF WSP WIRELESS RADIO NETWORK FACILITIES AND THE USE OF ALL APPLICABLE RADIO ANTENNA SITES IN SUPPORT OF THE JUSTICE PROGRAM OFFICE OF THE INTEGRATED WIRELESS NETWORK REQUIREMENT. THIS ORDER IS ISSUED ON BEHALF OF THE DEPARTMENT OF JUSTICE, BY THE FEDERAL BUREAU OF INVESTIGATION, FOR ADMINISTRATIVE PURPOSES. **********				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➧ XXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/24/2007	S7N603015J			2

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROCUREMENT SECTION
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
STATE/LOCAL GOVT-EDUCATIO	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	DIRECT ALL INQUIRIES AND INVOICES TO: DOJ JUSTICE PROGRAM OFFICE 12801 FAIR LAKES PARKWAY, SUITE 100 FAIRFAX, VA 22033 ATTN.: MR FRED ZUMWALT, COTR TELEPHONE: (703) 898-5827 FACSIMILE: (703) 783-0318 ********** **********FOR FBI INFO ONLY********** REQ 0151925 CC 1826 SUB 5532305				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

CONTRACTOR NUMBER WAS9850400

15. Grand Total 1,716,227.00

See Instructions on Reverse

Point of Contact - Purchase Order Information:
MARGARET DOWD EINSPAHR
7[illegible]

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)* Margaret D Einspahr

17. Name *(Typed)*
Title: Contracting Officer

MARGARET D. EINSPAHR
CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

MDE

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12-201 (Rev. 9-6-2006)

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Washington State Patrol
JUN 05 2007
Electronic Services Division
Field Support Section

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/24/2007	57N6030153			1

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
0001	CONTRACT #:*-OPEN MARKET DUE DATE:12/30/2007 R499 00-FBI-0006 INTEGRATED WIRELESS NETWORK	1	EA	716227.000	1716227.00
	********** THIS ORDER IS ISSUED IN ACCORDANCE WITH THE MEMORANDUM OF UNDERSTANDING, AND AMENDMENTS 1 AND 2, BETWEEN THE DEPARTMENT OF JUSTICE AND THE WASHINGTON STATE PATROL, FOR CONTINUED PERFORMANCE OF THE UPGRADE OF WSP WIRELESS RADIO NETWORK FACILITIES AND THE USE OF ALL APPLICABLE RADIO ANTENNA SITES IN SUPPORT OF THE JUSTICE PROGRAM OFFICE OF THE INTEGRATED WIRELESS NETWORK REQUIREMENT. THIS ORDER IS ISSUED ON BEHALF OF THE DEPARTMENT OF JUSTICE, BY THE FEDERAL BUREAU OF INVESTIGATION, FOR ADMINISTRATIVE PURPOSES. **********				

14. Type of Order

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☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➧ XXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXX

Title: Contracting Officer

FYI

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12-201 (Rev. 9-6-2006)

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JUN 13 2007
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WSP

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Federal Bureau of Investigation

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Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/24/2007	S7N603015J			2

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 4623, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	DIRECT ALL INQUIRIES AND INVOICES TO: DOJ JUSTICE PROGRAM OFFICE 12801 FAIR LAKES PARKWAY, SUITE 100 FAIRFAX, VA 22033 ATTN.: MR FRED ZUMWALT, COTR TELEPHONE: (703) 898-5827 FACSIMILE: (703) 783-0318 ********** **********FOR FBI INFO ONLY********** REQ 0151925 CC 1026 SUB 5323505				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.
CONTRACTOR NUMBER WAS9850400

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total 1,716,227.00

See Instructions on Reverse

Point of Contact - Purchase Order Information:
MARGARET DOWD EINSPAHR
703-632-1842

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)* Margaret D Einspahr

17. Name *(Typed)*
MARGARET D. EINSPAHR
Title CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

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Washington State Patrol

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WSP

JUN 05 2007

Electronic Services Division
Field Support Section

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U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/24/2007	S7N603015J			1

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
0001	CONTRACT #:=OPEN MARKET DUE DATE:12/30/2007 R492 00-FBI-0003 INTEGRATED WIRELESS NETWORK ********** THIS ORDER IS ISSUED IN ACCORDANCE WITH THE MEMORANDUM OF UNDERSTANDING, AND AMENDMENTS 1 AND 2, BETWEEN THE DEPARTMENT OF JUSTICE AND THE WASHINGTON STATE PATROL, FOR CONTINUED PERFORMANCE OF THE UPGRADE OF WSP WIRELESS RADIO NETWORK FACILITIES AND THE USE OF ALL APPLICABLE RADIO ANTENNA SITES IN SUPPORT OF THE JUSTICE PROGRAM OFFICE OF THE INTEGRATED WIRELESS NETWORK REQUIREMENT. THIS ORDER IS ISSUED ON BEHALF OF THE DEPARTMENT OF JUSTICE, BY THE FEDERAL BUREAU OF INVESTIGATION, FOR ADMINISTRATIVE PURPOSES. **********	1	EA	716227.000	1716227.00

14. Type of Order

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☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➡ XXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXX

Title: Contracting Officer

FYI

~~ORIGINAL~~

12-261 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

RECEIVED
JUN 13 2007
BUDGET & FISCAL
WSP

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/24/2007	S7N603015J			2

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROPERTY PROCUREMENT & MGMNT.
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: CHRIS STECH
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	DIRECT ALL INQUIRIES AND INVOICES TO: DOJ JUSTICE PROGRAM OFFICE 12901 FAIR LAKES PARKWAY, SUITE 100 FAIRFAX, VA 22033 ATTN.: MR FRED ZUMWALT, COTR TELEPHONE: (703) 898-5927 FACSIMILE: (703) 783-0318 ********** **********FOR FBI INFO ONLY********** REQ 0151925 CC 1926 SUB 5322305				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.
CONTRACTOR NUMBER WAS985040O

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➡ 1,716,227.00

See Instructions on Reverse

Point of Contact - Purchase Order Information:
MARGARET DOWD EINSPAHR
703-632-1042

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)* Margaret D. Einspahr

17. Name *(Typed)*
MARGARET D. EINSPAHR
Title: CONTRACTING OFFICER
FEDERAL BUREAU OF INVESTIGATION

MDE

~~ORIGINAL~~

WSP No. C041069FED
Amendment 3

MEMORANDUM OF UNDERSTANDING AMENTMENT 3

The above-referenced Memorandum of Understanding (MOU) between the U.S. Department of Justice (DOJ) and the Washington State Patrol (WSP) dated 12 February 2004, Amendment 1 dated 15 November 2005, and Amendment 2 dated 27 October 2006 are hereby amended as follows:

Section 4 SCOPE is revised to include microwave and site installation support services more specifically defined in attached spreadsheet. Both parties acknowledge that project costs (both "per site" and "General Project Costs") identified in Exhibits D and E of the MOU are estimated costs for budgeting purposes only. WSP shall be reimbursed for the actual general project costs and actual per site costs, provided the maximum dollar amount authorized for this work under orders for Supplies and Services issued by the Federal Bureau of Investigation is not exceeded.

Section 5 FUNDING WSP C shall be replaced with the following "The WSP shall provide to the DOJ the level of capacity, per IWN design specifications, free of monthly recurring charges for all WSP microwave services under this MOU to include tower license/lease agreements and building spaces until 09/30/2020. This does not include those fees charged by entities other than the WSP for other IWN-related equipment and services."

All other terms and conditions of the MOU remain in full force and effect.

This Amendment is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

U.S. DEPARTMENT OR JUSTICE

Margaret D. Einspahr

2/14/2009
Date

STATE OF WASHINGTON
WASHINGTON STATE PATROL

John R. Batiste, Chief

3-4-09
Date

WSP IWN Site Completion List

Site	Work Description	Cost Estimate
Code 30(f)	1) Remove existing generator vent louvers/replace with screened hoods	$1,000
	2) Purchase/install correct exhaust thimble in generator room	$1,500
	3) Purchase/install heater in generator building	$750
	4) Purchase/install snow access solution on new generator shelter	$5,000
	5) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Seal generator shelter wall to floor	$500
	2) Purchase/install anti-climb gate on tower ladder	$1,500
	3) Prepare vacated generator room for use	$800
	1) Relocate DC power unit to new equipment shelter	$1,500
	2) Remove temporary generator/fuel tank	$750
	3) Relocate or replace temporary waveguide/reroute into new equipment shelter	$3,000
	4) Change remaining locksets	$300
	5) Replace generator/transfer switch	$60,000
	6) Purchase/install anti-climb gate on tower ladder	$1,500
		$9,000
	7) Design/Purchase/install Ice shield for condensing units, relocate as necessary	
	1) Purchase/install ice bridge cross-bracing	$1,000
	2) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$2,500
	2) Extend generator room wall to achieve required code clearances	$10,000
	3) Relocate ATS into the equipment room	$1,500
	4) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Repair access road damage (WA DNR requirement)	$15,000
	2) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Purchase/install ice bridge over generator unit	$5,000
	2) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$9,000
	2) Repair ice bridge damage/strengthen with additional support bracing	$4,000
	3) Repair access road damage (USFS requirement)	$15,000
	4) Reinstall fuel day tank to correct specifications	$750
	5) Install exterior door in new equipment room	$5,000
	6) Purchase/install heater in generator building	$750
	7) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$2,000
	2) Seal generator shelter wall to floor	$500
	3) Complete outstanding permit	$2,500
	4) Reinforce snow hoods	$1,000
	5) Purchase/install snow access solution on new generator shelter	$5,000
	6) Repair A/C unit	$1,500
	7) Wire A/C unit into emergency circuit	$1,500
	8) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Extend existing generator shelter roof to cover new external generator	$11,000
	1) Redesign/install generator ventilation system	$7,500
	2) Strengthen HVAC bracing	$1,000
	8) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$5,000

WSP IWN Site Completion List

Site	Work Description	Cost Estimate
Code 30(f)	2) Seal generator shelter wall to floor	$500
	3) Repair roof damage	$2,000
	4) Purchase/install snow access solution on new generator shelter	$5,000
	5) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Redesign/install generator ventilation system	$6,500
	2) Paint new 12' white antenna to gray (USFS requirement)	$800
	3) Purchase/install day tank with a fuel return pump	$1,000
	4) Replace fuel lines to existing fuel tank- convert from hose to rigid pipe	$750
	5) Purchase/install anti-climb gate on tower ladder	$1,500
	1) Design/implement solution for different floor level between new equipment room and DO	$5,000
	1) Purchase/install anti-climb gate on tower ladder	$1,500
	2) Purchase/install snow access solution on new equipment shelter	$10,000
	1) Redesign/install generator ventilation system	$9,000
	1) Replace damaged ventilation hood	$1,000
	5) Purchase/install anti-climb near stairs	$1,500
	1) Purchase/install anti-climb gate on tower ladder	$1,500
	2) Purchase/install snow access solution on new generator shelter	$5,000
	3) Transfer antennas to new tower	$5,000
	1) Replace generator shelter door	$600
	1) Purchase/install anti-climb gate on tower ladder	$1,500
	Tower upgrades and antenna removal	$12,000
	1) Purchase/install anti-climb gate on tower ladder	$1,500
	Install New Shelter	$85,000
	Design, purchase materials, and install Ground ring	$4,000
	Install ground kits for pre-existing antennas to preserve the integrity of the R-56 grounding solution. 22 sites @ 10 kits each 120.00 per kit	26,400
	Total	$397,150

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

RECEIVED
SEP 23 2008
BUDGET & FISCAL

Purchase Order for Supplies or Services

WSP

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
09/03/2008	58N0827600			2

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: DANIELLE MATHIS
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROCUREMENT SECTION
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: DANIELLE MATHIS
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	DIRECT ALL INVOICES AND INQUIRIES TO: DOJ JUSTICE PROGRAM OFFICE 12801 FAIR LAKES PARKWAY, SUITE 100 FAIRFAX, VA 22033 ATTN.: MR. FRED ZUMWALT, COTR TELEPHONE: (703) 898-5827 FACSIMILE: (703) 783-0318 ********** **********FOR FBI INFO ONLY********** REQ E007243 CC 1826 SUB 5322305				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

CONTRACTOR NUMBER WAS9850400

15. Grand Total ➡ 400,000.00

See Instructions on Reverse

Point of Contact - Purchase Order Information:
MARGARET DOWD EINSPAHR
703-632-1942

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)* Margaret D Einspahr

17. Name *(Typed)*
MARGARET D. EINSPAHR
CONTRACTING OFFICER
Title: Contracting Officer
FEDERAL BUREAU OF INVESTIGATION

MDE

ORIGINAL

12-201 (Rev. 9-6-2006)

FBI

U.S. Department of Justice
Federal Bureau of Investigation

RECEIVED
SEP 23 2008
BUDGET & FISCAL

WSP

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
09/08/2008	SSN0827600			1

6. To Contractor *(Name, Address and Zip Code)*:
WASHINGTON STATE PATROL
ACCESS SECTION
P. O. BOX 42619
OLYMPIA WA 98504-2619

7. Ship to (Consignee and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: DANIELLE MATHIS
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROCUREMENT SECTION
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, D. C. 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: DANIELLE MATHIS
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	CONTRACT #:JFBI08276 DUE DATE:09/30/2015				
0001	5810 00-FBI-0003 IWN MICROWAVE SYSTEM STATE OF WASHINGTON	1	EA	400000.000	400000.00
	********** THIS ORDER IS ISSUED IN ACCORDANCE WITH THE MEMORANDUM OF UNDERSTANDING, AND AMENDMENTS 1,2,AND 3, BETWEEN THE DEPARTMENT OF JUSTICE AND THE WASHINGTON STATE PATROL, FOR CONTINUED PERFORMANCE OF THE UPGRADE OF THE WSP WIRELESS RADIO NETWORK FACILITIES AND THE USE OF ALL APPLICABLE RADIO ANTENNA SITES, IN SUPPORT OF THE JUSTICE PROGRAM OFFICE OF THE INTEGRATED WIRELESSS NETWORK REQUIREMENT. THIS ORDER IS ISSUED ON BEHALF OF THE DEPARTMENT OF JUSTICE, BY THE FEDERAL BUREAU OF INVESTIGATION, FOR ADMINISTRATIVE PURPOSES. **********				

14. Type of Order

☐ **A. Purchase** - Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, including delivery as indicated.

☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

15. Grand Total ➡ XXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payments Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXX

Title: Contracting Officer

ORIGINAL

Purchase Order Terms and Condition

52.232-1. Payments (Apr 84)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if (a) The amount due on the deliveries warrants it; or (b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

52.232-8 Discounts for Prompt Payment (Feb 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.301 Solicitation Provisions and Contract Clauses (Matrix)

52.252-2 Clauses Incorporated by Reference (Feb 98)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses(es): http://www.acqnet.gov .

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Applicable to purchase order for supplies or services:

52. 203-5 Covenant Against Contingent Fees (Apr 84)

52.204-6 Data Universal Number System (Oct 2003)

52.204-7 Central Contractor Registration (Oct 2003)

52.204.8 Annual Representation and Certifications (Jan 2005)

52.211-16 Variation in Quantity (Apr 84)
(permissible variations are stated in the schedule)

52.213-1 Fast Payment Procedure (Feb 98)

52.213-2 Invoices (Apr 84)

52.213-3 Notice to Supplier (Apr 84)

52.213-4 Terms and Conditions - Simplified Acquisitions (other than commercial items) (Jul 2005)

52.219-8 Utilization of Small Business Concerns (May 2004)

52.222-3 Convict Labor (Aug 96)

52.222-26 Equal Opportunity (Apr 2002)
(applies when aggregate value exceeds $10,000)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of Vietnam Era and other eligible veterans (Dec 2001)

52.222-36 Affirmative Action for Workers with Disabilities (Jun 98)

52.222-37 Employment Reports on Special Disabled Veterans, and Veterans of the Vietnam Era and other eligible veterans (Dec 2001)

52.232-34 Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 99)

52.233-1 Disputes (Jul 2002)

52.243-1 Changes - Fixed Price (Aug 87)

52.246-1 Contractor Inspection Requirements (Apr 84)

52.249-1 Termination for Convenience of the Government (Apr 84)
(Applies when contract $100,000 or less)

Applicable to purchase orders for supplies:

52.222-20 Walsh-Healey Public Contracts Acts (Dec 96)
(applies when the contract exceeds $10,000)

52.225-1 Buy American Act - Supplies (May 2002)

MEMORANDUM OF UNDERSTANDING

C041069FED

BETWEEN

STATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

DEPARTMENT OF JUSTICE

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the Department of Justice 12801 Fair Lakes Parkway, Suite 100, Fairfax , VA 22033 herein after referred to as (DOJ) and the Washington State Patrol, PO Box 42602, Olympia WA 98504-2602, hereinafter referred to as (WSP) hereinafter referred to as the "parties", is to improve, upgrade and modify communication sites owned/maintained by the WSP as necessary to implement the Integrated Wireless Network (IWN) project. It sets forth the agreed upon procedures for management, accountability, direction, reporting and execution of the process, hereinafter referred to as the IWN project.

2. BACKGROUND: In a coordinated effort the DOJ and the WSP will implement the first stages of a nationwide VHF trunking communications system. The IWN will utilize communication sites owned/maintained by the WSP. The National Telecommunications and Information Administration (NTIA) has mandated that federal law enforcment narrow, by one-half, the spectrum bandwidths its communication systems occupy in the VHF and UHF frequency ranges. In turn, Congress mandated that the DOJ consolidate its multiple communications networks to achieve narrowbanding cost savings efficiencies, and to foster interoperability.

3. AUTHORITY: The DOJ is entering into this MOU under the authority provided by 28 CFR 0.85. The WSP is entering into this MOU under the authority provided by Chapter 37.34 RCW.

4. SCOPE: This MOU defines the IWN projct scope of work and the responsibilities of the parties to the agreement:

   a. WSP agrees to replace and/or build new towers, buildings and purchase the Digital Microwave and Multiplex equipment as needed to enable the WSP to provide the services to the IWN throughout the State of Washington. This includes funding and service for all incurred expenses and equipment associated with this project, including all communication equipment and site improvements required to support the Digital Microwave. As identified in Exhibit A, IWN Project Description, and Exhibit B, IWN Cost Summary, which are attached hereto and incorporated herein by reference. WSP will own, implement and maintain this equipment and sites to specified standards.

5. FUNDING: The parties to the MOU agree to the following funding arrangements:

   The DOJ will:

   a. Provide funding to the WSP to provide Digital Microwave service to the IWN as identified in Exhibit A. Exhibit A will be modified as additional sites are identified by the DOJ.

b. Make all site modifications and improvement directly related to supporting the radio equipment being installed by the DOJ. DOJ is responsible for addressing the purchase, implementation and maintenance of the IWN radio system and associated equipment.

The WSP will:

a. Support the IWN project with available assets and resources available to ensure the completion and implementation of this project to meet required schedule as negotiated by WSP and DOJ.
b. Be responsible and liable for any and all asbestos abaitment costs associated with the IWN project.
c. Provide DOJ with a 25% discount on mircrowave fees, and lease rates for current microwave services including tower leases and building lease spaces for ten (10) years starting October 1, 2004.

6. DISCLOSURE: The parties agree to the following disclosure and use policy:

For WSP: All DOJ information is to be handled and discussed on a "need to know" basis only. The dissemination of such information to anyone other than those specifically designated to participate in this task will be at the sole discretion and sole direction of the Contracting Officer's Technical Representative (COTR). All materials regarding this task shall be secured in a locked container after duty hours or when not in use.

7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to a national court, to an international tribunal or to any other person for settlement.

8. SECURITY: It is the intent of the parties that the IWN project carried out under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU. It is considered "Law Enforcment Sensitive."

9. AMENDMENT, TERMINATION, ENTRY INTO FORCE AND DURATION:
   a. All activities of the parties under this MOU will be carried out in accordance with the IWN Project Description and this MOU.
   b. Except as otherwise provided, this MOU may be amended by the mutual written consent of the parties authorized representatives.
   c. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

10. PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this MOU shall commence on October 1, 2003, and shall continue until September 30, 2014.

11. WSP STAFF: WSP staff providing services under the terms of this MOU shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this MOU in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States.

The assignment of personnel to accomplish the purpose of this MOU shall be at the discretion of the Chief of WSP or designee

12. EQUIPMENT: All equipment purchased or furnished by DOJ for use by the WSP in accordance with this MOU shall remain the property of WSP.

13. MOU MANAGEMENT: The work described herein shall be performed under the coordination of Timothy S. Ritter DOJ, and Clark Palmer of WSP, or their successors and/or designees. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.

14. INDEMNIFICATION: Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this MOU.

15. MAINTENANCE: DOJ shall be solely responsible for the maintenance of their equipment and WSP shall be responsible for the maintenance of the WSP microwave equipment. WSP agrees to provide site access to the DOJ to perform maintenance.

16. COMPLETE AGREEMENT: This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

The foregoing represents the understandings reached between the DOJ and the WSP upon the matters referred to therein. Signed in duplicate in the English language

IN WITNESS WHEREOF, the parties have executed this MOU.

State of Washington
Washington State Patrol

Ronal W. Serpas, Chief

Date

Budget and Fiscal Services Date

Department of Justice

Margaret D. Einspahr, Contracting Officer

3/12/04
Date

EXHIBIT A

IWN Project Description

DOJ agrees to the IWN project descriptions identified in Exhibit A, as necessary project improvements, upgrades, modifications necessary to implement the IWN project. DOJ further agrees to reimburse WSP for costs associated with project sites as identified in the IWN Cost Summary which details the costs associated with each site and improvement.

The following is a list of eight (8) sites and the needed partial T1 bandwidths at each site as requested by DOJ:

Code 30(f)

640 kbs or 10 DS0
448 kbs or 7 DS0
384 kbs or 6 DS0
576 kbs or 9 DS0
384 kbs or 6 DS0
384 kbs or 6 DS0
384 kbs or 6 DS0
448 kbs or 7 DS0

The head-end tie point into the WSP microwave system will be the WSP Code 30(f), See T1 Plan Flow Chart.

The following is a list of facilities needed to supply the desired partial T1 connections for the DOJ including the segregated needs for the DOJ trunking equipment.

Code 30(f) (Head-end tie point)

The DOJ will lease three T1's from the local Telco Company into the WSP Code 30(f) acility. The T1's will need to be cross-connected to the existing WSP DS3 digital microwave backbone system and passed on to Code 30(f) .

No new equipment needs be purchased or installed at Code 30(f) therefore no facility needs are required for the WSP.

The DOJ will have the three T1's installed into the WSP Code 30(f) facility from their Code 30(f) Code 30(f) via local Telco leased lines. The DOJ will cover the monthly recurring cost of the T1's.

Code 30(f) : (Seamless tiepoint) betweer Code 30(f) and Code 30(f)

No new equipment needs be purchased or installed at Code 30(f) therefore no facility needs are required for the WSP.

Code 30(f)

At Code 30(f) 640 kbs, or 10 DS0, will need to be separated from one of the T1's and passed on to the Code 30(f) radio. To accomplish the splitting of the T1's, a six (6) rack unit (here after referred to as a 6RU) digital multiplexer will need to be purchased by the DOJ for the WSP and installed. The two remaining T1's will need to be cross-connected to the Code 30(f) radio along with the remainder of the T1 that was split.

Code 30(f)

At this site, the T1 that was split at Code 30(f) will also need to be split again. Part of this T1 will be passed onto the Code 30(f) radio along with one fully loaded T1. The remainder of split T1 (448 KBs or 7 DS0) will break out and be cross-connected to the DOJ trunking equipment at Code 30(f)

Code 30(f) The third T1 will need to be cross-connected to a new OC3 digital microwave terminal radio that will need to be purchased by the DOJ for the WSP and installed at Code 30(f) along with a 6RU OC3 digital multiplexer.

The new WSP digital microwave radio is a planned WSP purchase and will be installed in the facility already leased by WSP from DNR.

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DNR. DOJ will replace a 50ft tower adjacent to the current 30ft tower.

Code 30(f): (Seamless tiepoint) between Code 30(f) and Code 30(f)

No new equipment needs be purchased or installed at Code 30(f) therefore no facility needs are required for the WSP.

Code 30(f):

At this site, the T1 that was split at Code 30(f) and Code 30(f) will terminate at Code 30(f) The remainder (448 kbs or 7 DS0) will break out and be cross-connected to the DOJ trunking equipment at Code 30(f) The second T1 will need to be cross-connected and passed to the existing Code 30(f) digital radio. A 6RU digital multiplexer will need to be purchased for the WSP and installed in available WSP space at the Code 30(f) site. The radio at Code 30(f) will need to be made drop/add capable at the expense of the DOJ. Major work will need to be done to the existing equipment arrangements to accommodate the DOJ's trunking equipment at Code 30(f) (This includes a drop-down workbench and move the backup battery system)

Two rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with Weyerhauser. Space for the DOJ antenna equipment, receive antenna at the 90 ft and the transmit antenna at 60 ft, will also need to be negotiated.

Code 30(f):

At this site, the second, fully loaded T1 will need to be split three ways. The first 384 kbs or 6 DS0 will need to be cross-connected to a new DS3 digital radio to Code 30(f) that the DOJ will purchase for the WSP. The second split, 448 kbs or 7 DS0, will be cross-connected to the existing Code 30(f) WSP digital radio. The third 384 kbs or 6 DS0 will be cross-connected to the DOJ trunking equipment at Code 30(f) WSP will be replacing an existing analog radio to Code 30(f) with the digital radio, and removing the analog equipment while utilizing the existing antenna's at Code 30(f) and Code 30(f) A 6RU digital multiplexer will need to be purchased for the WSP and installed in available WSP space at the Code 30(f) site. No new facilities need to be acquired for the WSP. The equipment room will be remodeled to support the Digital system to Code 30(f).

Two rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be remodeled. Space for the DOJ antenna equipment, receive antenna at the 300 ft and the transmit antenna at 240 ft, will also need to be reviewed.

Code 30(f):

At this site, a new digital DS3 radio terminal will be installed to replace the analog radio from Code 30(f). This radio will be purchased by the DOJ and installed by WSP. A 6RU digital multiplexer will be purchased for the WSP and installed in available WSP space at the Code 30(f) site. The site will be equipped with Phone channel banks to support the existing traffic.

Two rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DNR. Space for the DOJ antenna equipment, receive antenna at the 50 ft and the transmit antenna at 50 ft, will also need to be negotiated.
Security will need to be increased with an Code 30(f) and the generator upgraded to a larger unit at DOJ expense. The generator at Code 30(f) will be replaced with a 25 KW generator at the expense of the DOJ.

Code 30(f):

At this site, the 448 kbs or 7 DS0 from Code 30(f) will need to be cross-connected to the DOJ trunking equipment. . No new facilities will be required for the WSP.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DOT. Space for the DOJ antenna equipment, receive antenna at the 300 ft and the transmit antenna at 280 ft, will also need to be negotiated.

Code 30(f):

At this site, the 640 kbs or 10 DS0 from Code 30(f) will need to be cross-connected to the DOJ trunking equipment. No new facilities will be required for the WSP.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 100 ft and the transmit antenna at 60 ft, and a third antenna, tower height unknown, will also need to be negotiated with DNR. The DOJ has indicated that they have security issues and will install a fence around the site.

Code 30(f):

At this site, a new OC3 digital microwave repeater radio will need to be purchased by the DOJ for the WSP and installed at the Code 30(f) along with a 6RU OC3 digital multiplexer. The T1 from Code 30(f) will be cross-connected to Code 30(f) No new facilities will be required for the WSP. The microwave path to Code 30(f) will ride the existing analog antenna system with the antenna at 105'. The microwave path to Code 30(f) is a new path and a 6' dish at 85' along with a diversity 4' dish at 65'. The present tower at the Code 30(f) will need to be replaced to handle the added microwave dishes. WSP will use a tower in its inventory and DOJ will cover the cost of a new foundation and installation.

No DOJ equipment will be installed; therefore, no facilities need to be upgraded at the Code 30(f)

Code 30(f):

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with an OC3 6RU digital mulitplexer. The T1 will need to be split using a T1 6RU digital multiplexer, also purchased by the DOJ, to cross-connect the 576 kbs or 9 DS0 needed for the DOJ trunking equipment at Code 30(f) The remainder of the T1 will be passed to the Code 30(f) radio. Two rack spaces will need to be reviewed along with space on the tower for a set diversity antennas from the Code 30(f) and Code 30(f) microwave radios. The microwave path to Code 30(f) is a new path and a 6' dish at 120' on the existing or new tower will need to be installed along with a diversity 4' dish at 100'. The microwave path to Code 30(f) is an existing path but needs to be upgraded with a 10' dish at 100' on the existing or new tower. Space for these antennas may need to negotiated with DNR.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 150 ft and the transmit antenna at 110 ft, and a third antenna, tower height unknown, will also need to be negotiated with DNR. The DOJ also indicates the need to build a new or replace the existing tower at Code 30(f) Space will need to be negotiated to erect the new tower next to Code 30(f) building and antenna equipment migrated to the new tower if replacement is deemed in the best interest of WSP. Code 30(f) is a major site and cannot be taken off the air during the transfer of antenna equipment. This includes the Code 30(f) Code 30(f) . The generator at Code 30(f) will be replaced with a 25 KW generator at the expense of the DOJ.

Code 30(f):

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be negotiated, for the digital repeater, with DNR. The digital multiplexer will be installed in available space. The microwave path to Code 30(f) is an existing path but needs to be upgraded with a 10' dish at 30' on the existing tower. The microwave path to Code 30(f) is also an existing path and will also need to be upgraded to a 8' dish at 100' with a diversity 4' dish at 80' on the existing tower. Space for these antennas may need to be negotiated with DNR.

No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(f) :

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater, with the owner of the site for WSP. The digital multiplexer will be installed in available space. The microwave path to Code 30(f) is an existing path but needs to be upgraded with to an 8' dish at 120' and a diversity 4' dish at 80' on the existing tower. The microwave path to Code 30(f) is new path and will require a 6' dish at 100' and a diversity 4' dish at 80' on the existing tower.

No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(f) :

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater. The digital multiplexer will be installed in available space. The microwave path to Code 30(f) is a new path and requires a 6' dish at 40' with a diversity 4' dish at 20' on the existing tower. The microwave path to Code 30(f) is an existing path but needs to be upgraded with an 8' dish at 40' with a diversity 4' dish at 20' on the existing tower. Space for these antennas may need to be negotiated with DNR.

Although no DOJ traffic will be cross-connected from the WSP digital system at Code 30(f) traffic will be passed from the Code 30(f) two doors down to the Code 30(f) where the DOJ will need to install their trunking equipment. Three rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the Code 30(f) for the DOJ trunking equipment cabinets will need to be reviewed.

Code 30(f) :

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater. The digital multiplexer will be installed in available space. The microwave path to Code 30(f) is an existing path but needs to be upgraded with an 8' dish at

40' and a diversity 4' dish at 20' on the existing tower. The microwave path to Code 30(f) is an existing path but needs to be upgraded with a 6' dish at 40' with a diversity 4' dish at 20' on the existing tower. Space for these antennas may need to be negotiated with DNR.

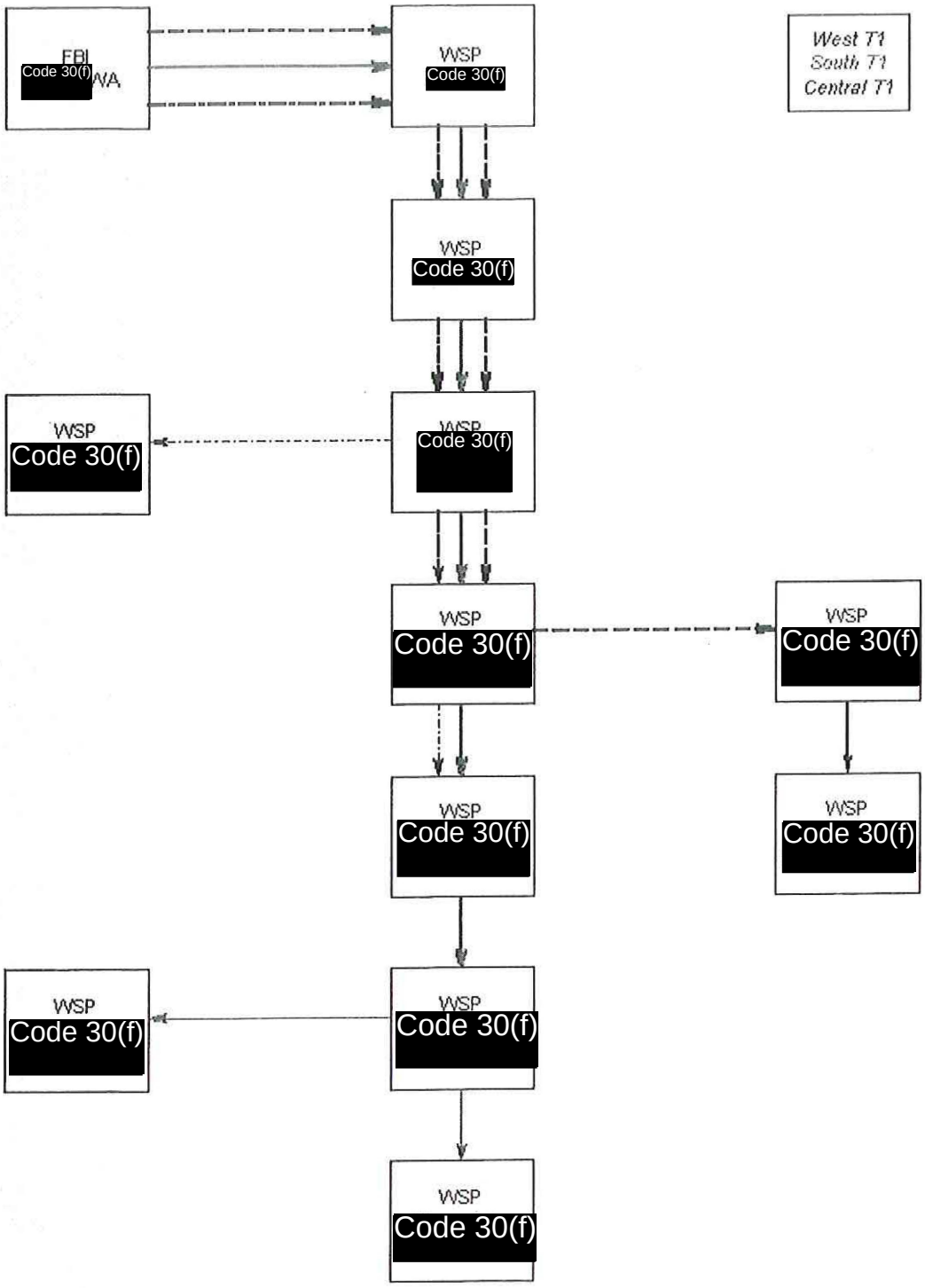
No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(f) :

At this site, a new OC3 digital microwave terminal will be purchased by the DOJ for the WSP and installed with a 6RU OC3 digital multiplexer. The remaining T1 containing 384 kbs or 6 DS0 will be cross-connected to the DOJ trunking equipment. The microwave path to Code 30(f) is an existing path but needs to be upgraded to a 6' dish at 155' and a diversity 4' dish at 135' on the existing Code 30(f) tower. Space for these antennas may need to negotiated with DNR and the Code 30(f)

Two rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 120 ft and the transmit antenna at 180 ft, will also need to be negotiated. Due to the height of the DOJ equipment racks, a new building will need to be installed at DOJ's expense, as these racks will not fit in the existing WSP building. WSP will purchase a building for Code 30(f) DOJ will remove the tower foundation at Code 30(f) and pour a pad to support the new building. The building will be picked up from Code 30(f) by the DOJ and transported to and installed at Code 30(f) The thirty-foot tower at Code 30(f) will be removed by WSP. The existing generator (6KW) will be replaced with a 25 KW unit by the DOJ.

WSP/DOJ T1 Plan



Note: Any policy, procedure, or cost statement made here is draft until completed by written correspondence.

WSP/DOJ M/W Path Flow Chart

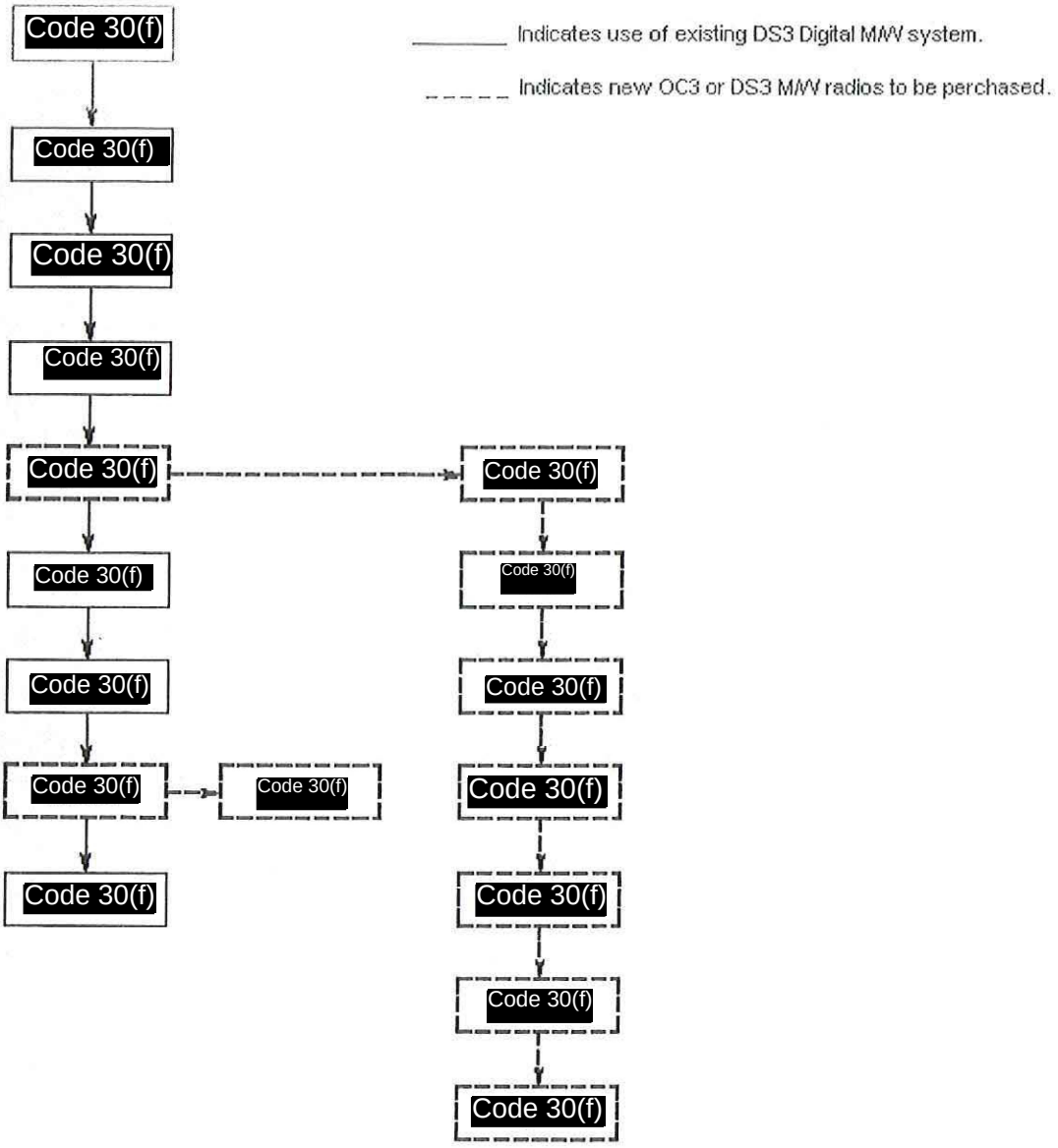

Code 30(f)
Code 30(f)
Code 30(f)

Exhibit B
IWN Cost Summary

	Microwave Equipment	Microwave Antenna		SONET Multiplex	Battery System	Site Work	Power/Property Upgrades	Total
Code 30(f)	$51,335	$24,970	Code 30(f)	$41,993	$13,000		$177,200	$308,498.00
						$7,900	$1,000	$8,900.00
	$16,336	$124,970		$41,993	$13,000	$5,400	$28,798	$230,497.00
								$0.00
	$42,600	$24,070		$41,993	$13,000		$42,400	$164,063.00
	$51,800	$31,048		$41,993	$13,000		$36,800	$174,641.00
	$51,135			$41,993	$13,000	$300	$16,800	$123,228.00
							$1,000	$1,000.00
	$26,548			$62,897	$13,000	$2,500	$1,000	$105,945.00
	$26,548			$33,442	$13,000	$300	$1,000	$74,290.00
	$16,336	$14,876	Code 30(f)	$41,993	$13,000	$44,800	$31,200	$162,205.00
	$53,311	$23,478		$41,993	$13,000		$42,400	$174,182.00
								$0.00
	$51,600			$41,993	$13,000		$42,400	$148,993.00
				$41,993			$0	$41,993.00
							$0	$0.00
							$0	$0.00
Network Manager				$24,950				$24,950.00
Network Server				$20,699				$20,699.00
Spares				$13,000				$13,000.00
Training				$11,000				$11,000.00
Estimated Sub-Total	$387,549	$243,412		$543,925	$130,000	$61,200	$421,998.00	$1,788,084.00
Estimated Sales Tax @ 8.9%								$159,139.48
Contingency @ 5%								$97,361.17
ESTIMATED TOTAL								$2,044,584.65

Table 1 Overall WSP Microwave Upgrade Costs

MEMORANDUM OF UNDERSTANDING

C041069FED

BETWEEN

STATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

DEPARTMENT OF JUSTICE

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the Department of Justice 12801 Fair Lakes Parkway, Suite 100, Fairfax , VA 22033 herein after referred to as (DOJ) and the Washington State Patrol, PO Box 42602, Olympia WA 98504-2602, hereinafter referred to as (WSP) hereinafter referred to as the "parties", is to improve, upgrade and modify communication sites owned/maintained by the WSP as necessary to implement the Integrated Wireless Network (IWN) project. It sets forth the agreed upon procedures for management, accountability, direction, reporting and execution of the process, hereinafter referred to as the IWN project.

2. BACKGROUND: In a coordinated effort the DOJ and the WSP will implement the first stages of a nationwide VHF trunking communications system. The IWN will utilize communication sites owned/maintained by the WSP. The National Telecommunications and Information Administration (NTIA) has mandated that federal law enforcment narrow, by one-half, the spectrum bandwidths its communication systems occupy in the VHF and UHF frequency ranges. In turn, Congress mandated that the DOJ consolidate its multiple communications networks to achieve narrowbanding cost savings efficiencies, and to foster interoperability.

3. AUTHORITY: The DOJ is entering into this MOU under the authority provided by 28 CFR 0.85. The WSP is entering into this MOU under the authority provided by Chapter 37.34 RCW.

4. SCOPE: This MOU defines the IWN projct scope of work and the responsibilities of the parties to the agreement:

   a. WSP agrees to replace and/or build new towers, buildings and purchase the Digital Microwave and Multiplex equipment as needed to enable the WSP to provide the services to the IWN throughout the State of Washington. This includes funding and service for all incurred expenses and equipment associated with this project, including all communication equipment and site improvements required to support the Digital Microwave. As identified in Exhibit A, IWN Project Description, and Exhibit B, IWN Cost Summary, which are attached hereto and incorporated herein by reference. WSP will own, implement and maintain this equipment and sites to specified standards.

5. FUNDING: The parties to the MOU agree to the following funding arrangements:

   The DOJ will:

   a. Provide funding to the WSP to provide Digital Microwave service to the IWN as identified in Exhibit A. Exhibit A will be modified as additional sites are identified by the DOJ.

b. Make all site modifications and improvement directly related to supporting the radio equipment being installed by the DOJ. DOJ is responsible for addressing the purchase, implementation and maintenance of the IWN radio system and associated equipment.

The WSP will:

a. Support the IWN project with available assets and resources available to ensure the completion and implementation of this project to meet required schedule as negotiated by WSP and DOJ.
b. Be responsible and liable for any and all asbestos abaitment costs associated with the IWN project.
c. Provide DOJ with a 25% discount on mircrowave fees, and lease rates for current microwave services including tower leases and building lease spaces for ten (10) years starting October 1, 2004.

6. DISCLOSURE: The parties agree to the following disclosure and use policy:

For WSP: All DOJ information is to be handled and discussed on a "need to know" basis only. The dissemination of such information to anyone other than those specifically designated to participate in this task will be at the sole discretion and sole direction of the Contracting Officer's Technical Representative (COTR). All materials regarding this task shall be secured in a locked container after duty hours or when not in use.

7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to a national court, to an international tribunal or to any other person for settlement.

8. SECURITY: It is the intent of the parties that the IWN project carried out under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU. It is considered "Law Enforcment Sensitive."

9. AMENDMENT, TERMINATION, ENTRY INTO FORCE AND DURATION:
   a. All activities of the parties under this MOU will be carried out in accordance with the IWN Project Description and this MOU.
   b. Except as otherwise provided, this MOU may be amended by the mutual written consent of the parties authorized representatives.
   c. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

10. PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this MOU shall commence on October 1, 2003, and shall continue until September 30, 2014.

11. WSP STAFF: WSP staff providing services under the terms of this MOU shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this MOU in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States.

The assignment of personnel to accomplish the purpose of this MOU shall be at the discretion of the Chief of WSP or designee

12. EQUIPMENT: All equipment purchased or furnished by DOJ for use by the WSP in accordance with this MOU shall remain the property of WSP.

13. MOU MANAGEMENT: The work described herein shall be performed under the coordination of Timothy S. Ritter DOJ, and Clark Palmer of WSP, or their successors and/or designees. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.

14. INDEMNIFICATION: Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this MOU.

15. MAINTENANCE: DOJ shall be solely responsible for the maintenance of their equipment and WSP shall be responsible for the maintenance of the WSP microwave equipment. WSP agrees to provide site access to the DOJ to perform maintenance.

16. COMPLETE AGREEMENT: This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

The foregoing represents the understandings reached between the DOJ and the WSP upon the matters referred to therein. Signed in duplicate in the English language

IN WITNESS WHEREOF, the parties have executed this MOU.

State of Washington
Washington State Patrol

Ronal W. Serpas, Chief

Date

Budget and Fiscal Services Date

Department of Justice

Margaret D. Einspahr, Contracting Officer

2/12/04
Date

EXHIBIT A

IWN Project Description

DOJ agrees to the IWN project descriptions identified in Exhibit A, as necessary project improvements, upgrades, modifications necessary to implement the IWN project. DOJ further agrees to reimburse WSP for costs associated with project sites as identified in the IWN Cost Summary which details the costs associated with each site and improvement.

The following is a list of eight (8) sites and the needed partial T1 bandwidths at each site as requested by DOJ:

Code 30(f)

640 kbs or 10 DS0
448 kbs or 7 DS0
384 kbs or 6 DS0
576 kbs or 9 DS0
384 kbs or 6 DS0
384 kbs or 6 DS0
384 kbs or 6 DS0
448 kbs or 7 DS0

The head-end tie point into the WSP microwave system will be the WSP Code 30(f) See T1 Plan Flow Chart.

The following is a list of facilities needed to supply the desired partial T1 connections for the DOJ including the segregated needs for the DOJ trunking equipment.

Code 30(f) (Head-end tie point)

The DOJ will lease three T1's from the local Telco Company into the WSP Code 30(f) facility. The T1's will need to be cross-connected to the existing WSP DS3 digital microwave backbone system and passed on to Code 30(f)

No new equipment needs be purchased or installed at Code 30(f) therefore no facility needs are required for the WSP.

The DOJ will have the three T1's installed into the WSP Code 30(f) facility from their Code 30(f) Code 30(f) via local Telco leased lines. The DOJ will cover the monthly recurring cost of the T1's.

Code 30(f) (Seamless tiepoint) between Code 30(f) and Code 30(f)

No new equipment needs be purchased or installed at Code 30(f) therefore no facility needs are required for the WSP.

Code 30(f)

At Code 30(f) 640 kbs, or 10 DS0, will need to be separated from one of the T1's and passed on to the Code 30(f) radio. To accomplish the splitting of the T1's, a six (6) rack unit (here after referred to as a 6RU) digital multiplexer will need to be purchased by the DOJ for the WSP and installed. The two remaining T1's will need to be cross-connected to the Code 30(f) radio along with the remainder of the T1 that was split.

Code 30(f)

At this site, the T1 that was split at Code 30(f) will also need to be split again. Part of this T1 will be passed onto the Code 30(f) radio along with one fully loaded T1. The remainder of split T1 (448 KBs or 7 DS0) will break out and be cross-connected to the DOJ trunking equipment at Code 30(f)

Code 30(f) The third T1 will need to be cross-connected to a new OC3 digital microwave terminal radio that will need to be purchased by the DOJ for the WSP and installed at Code 30(f) along with a 6RU OC3 digital multiplexer.

The new WSP digital microwave radio is a planned WSP purchase and will be installed in the facility already leased by WSP from DNR.

Two rack spaces (2 - 23.9" W x 29.6" D, 1 - 28" W x 32" D and 1 - 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DNR. DOJ will replace a 50ft tower adjacent to the current 30ft tower.

Code 30(f) (Seamless tiepoint) between Code 30(f) and Code 30(f)

No new equipment needs be purchased or installed at Code 30(f) therefore no facility needs are required for the WSP.

Code 30(f)

At this site, the T1 that was split at Code 30(f) and Code 30(f) will terminate at Code 30(f) The remainder (448 kbs or 7 DS0) will break out and be cross-connected to the DOJ trunking equipment at Code 30(f) The second T1 will need to be cross-connected and passed to the existing Code 30(f) digital radio. A 6RU digital multiplexer will need to be purchased for the WSP and installed in available WSP space at the Code 30(f) site. The radio at Code 30(f) will need to be made drop/add capable at the expense of the DOJ. Major work will need to be done to the existing equipment arrangements to accommodate the DOJ's trunking equipment at Code 30(f) (This includes a drop-down workbench and move the backup battery system)

Two rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the Code 30(f) for the DOJ trunking equipment cabinets will need to be negotiated with Weyerhauser. Space for the DOJ antenna equipment, receive antenna at the 90 ft and the transmit antenna at 60 ft, will also need to be negotiated.

Code 30(f)

At this site, the second, fully loaded T1 will need to be split three ways. The first 384 kbs or 6 DS0 will need to be cross-connected to a new DS3 digital radio to Code 30(f) that the DOJ will purchase for the WSP. The second split, 448 kbs or 7 DS0, will be cross-connected to the existing Code 30(f) WSP digital radio. The third 384 kbs or 6 DS0 will be cross-connected to the DOJ trunking equipment at Code 30(f) WSP will be replacing an existing analog radio to Code 30(f) with the digital radio, and removing the analog equipment while utilizing the existing antenna's at Code 30(f) and Code 30(f) A 6RU digital multiplexer will need to be purchased for the WSP and installed in available WSP space at the Code 30(f) site. No new facilities need to be acquired for the WSP. The equipment room will be remodeled to support the Digital system to Code 30(f)

Two rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be remodeled. Space for the DOJ antenna equipment, receive antenna at the 300 ft and the transmit antenna at 240 ft, will also need to be reviewed.

Code 30(f)

At this site, a new digital DS3 radio terminal will be installed to replace the analog radio from Code 30(f) This radio will be purchased by the DOJ and installed by WSP. A Code 30(f) digital multiplexer will be purchased for the WSP and installed in available WSP space at the Code 30(f) site. The site will be equipped with Phone channel banks to support the existing traffic.

Two rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DNR. Space for the DOJ antenna equipment, receive antenna at the 50 ft and the transmit antenna at 50 ft, will also need to be negotiated.
Security will need to be increased with an access cage below the staircase and the generator upgraded to a larger unit at DOJ expense. The generator at Code 30(f) will be replaced with a 25 KW generator at the expense of the DOJ.

Code 30(f)

At this site, the 448 kbs or 7 DS0 from Code 30(f) will need to be cross-connected to the DOJ trunking equipment. . No new facilities will be required for the WSP.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be negotiated with DOT. Space for the DOJ antenna equipment, receive antenna at the 300 ft and the transmit antenna at 280 ft, will also need to be negotiated.

Code 30(f)

At this site, the 640 kbs or 10 DS0 from Code 30(f) will need to be cross-connected to the DOJ trunking equipment. No new facilities will be required for the WSP.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 100 ft and the transmit antenna at 60 ft, and a third antenna, tower height unknown, will also need to be negotiated with DNR. The DOJ has indicated that they have security issues and will install a fence around the site.

Code 30(f)

At this site, a new OC3 digital microwave repeater radio will need to be purchased by the DOJ for the WSP and installed at the Code 30(f) along with a 6RU OC3 digital multiplexer. The T1 from Code 30(f) will be cross-connected to Code 30(f) No new facilities will be required for the WSP. The microwave path to Code 30(f) will ride the existing analog antenna system with the antenna at 105'. The microwave path to Code 30(f) is a new path and a 6' dish at 85' along with a diversity 4' dish at 65'. The present tower at the Code 30(f) will need to be replaced to handle the added microwave dishes. WSP will use a tower in its inventory and DOJ will cover the cost of a new foundation and installation.

No DOJ equipment will be installed; therefore, no facilities need to be upgraded at the Academy.

Code 30(f)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with an OC3 6RU digital mulitplexer. The T1 will need to be split using a T1 6RU digital multiplexer, also purchased by the DOJ, to cross-connect the 576 kbs or 9 DS0 needed for the DOJ trunking equipment at Code 30(f) The remainder of the T1 will be passed to the Code 30(f) radio. Two rack spaces will need to be reviewed along with space on the tower for a set diversity antennas from the Code 30(f) and Code 30(f) microwave radios. The microwave path to Code 30(f) is a new path and a 6' dish at 120' on the existing or new tower will need to be installed along with a diversity 4' dish at 100'. The microwave path to Code 30(f) is an existing path but needs to be upgraded with a 10' dish at 100' on the existing or new tower. Space for these antennas may need to negotiated with DNR.

Three rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 150 ft and the transmit antenna at 110 ft, and a third antenna, tower height unknown, will also need to be negotiated with DNR. The DOJ also indicates the need to build a new or replace the existing tower at Code 30(f) Space will need to be negotiated to erect the new tower next to WSP's building and antenna equipment migrated to the new tower if replacement is deemed in the best interest of WSP. Code 30(f) is a major site and cannot be taken off the air during the transfer of antenna equipment. This includes the WSP VHF prime site area repeater antenna. The generator at Code 30(f) will be replaced with a 25 KW generator at the expense of the DOJ.

Code 30(f)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be negotiated, for the digital repeater, with DNR. The digital multiplexer will be installed in available space. The microwave path to Code 30(f) is an existing path but needs to be upgraded with a 10' dish at 30' on the existing tower. The microwave path to Code 30(f) is also an existing path and will also need to be upgraded to a 8' dish at 100' with a diversity Code 30(f) on the existing tower. Space for these antennas may need to be negotiated with DNR.

No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(f)

At this site, a new OC3 digital microwave repeater will be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater, with the owner of the site for WSP. The digital multiplexer will be installed in available space. The microwave path to Code 30(f) is an existing path but needs to be upgraded with to an 8' dish at 120' and a diversity 4' dish at 80' on the existing tower. The microwave path to Code 30(f) is new path and will require a 6' dish at 100' and a diversity 4' dish at 80' on the existing tower.

No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(f)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater. The digital multiplexer will be installed in available space. The microwave path to Code 30(f) is a new path and requires a 6' dish at 40' with a diversity Code dish at 20' on the existing tower. The microwave path to Code 30(f) is an existing path but needs to be upgraded with an 8' dish at 40' with a diversity 4' dish at 20' on the existing tower. Space for these antennas may need to be negotiated with DNR.

Although no DOJ traffic will be cross-connected from the WSP digital system at Code 30(f) traffic will be passed from the Code 30(f) two doors down to the WSP room where the DOJ will need to install their trunking equipment. Three rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed.

Code 30(f)

At this site, a new OC3 digital microwave repeater will need to be purchased by the DOJ for the WSP and installed along with a 6RU OC3 digital multiplexer. One rack space will need to be reviewed, for the digital repeater. The digital multiplexer will be installed in available space. The microwave path to Code 30(f) s an existing path but needs to be upgraded with an 8' dish at

40' and a diversity 4' dish at 20' on the existing tower. The microwave path to Code 30(f) is an existing path but needs to be upgraded with a 6' dish at 40' with a diversity 4' dish at 20' on the existing tower. Space for these antennas may need to be negotiated with DNR.

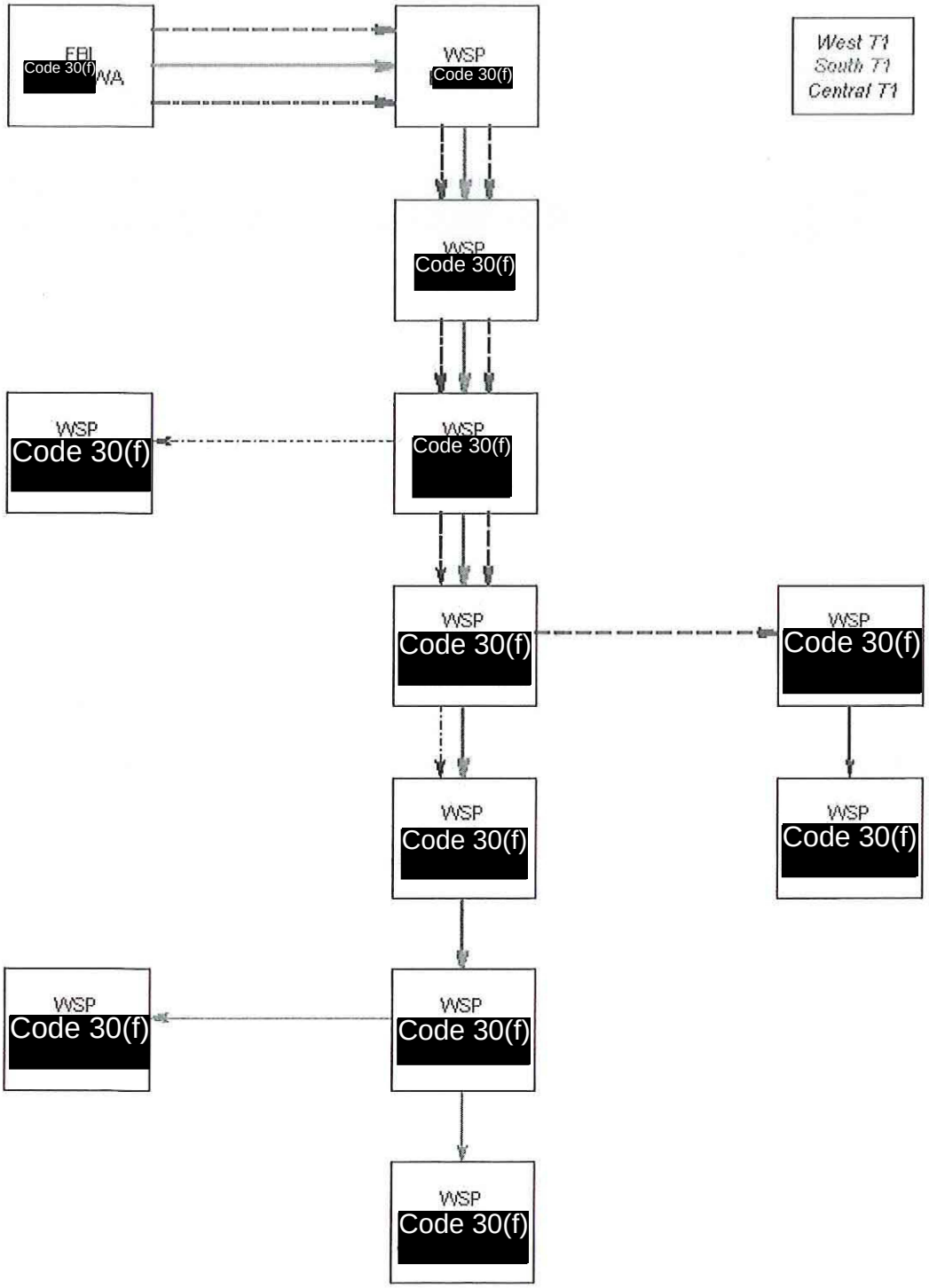
No DOJ equipment will be installed; therefore, no facility changes will be required for the DOJ.

Code 30(f)

At this site, a new OC3 digital microwave terminal will be purchased by the DOJ for the WSP and installed with a 6RU OC3 digital multiplexer. The remaining T1 containing 384 kbs or 6 DS0 will be cross-connected to the DOJ trunking equipment. The microwave path to Code 30(f) is an existing path but needs to be upgraded to a 6' dish at 155' and a diversity 4' dish at 135' on the existing Code 30(f) tower. Space for these antennas may need to negotiated with DNR and the Code 30(f)

Two rack spaces (2 - 23.9" W x 29.6" D, 1 – 28" W x 32" D and 1 – 20" W x 28"D) inside the WSP room for the DOJ trunking equipment cabinets will need to be reviewed. Space for the DOJ antenna equipment, receive antenna at the 120 ft and the transmit antenna at 180 ft, will also need to be negotiated. Due to the height of the DOJ equipment racks, a new building will need to be installed at DOJ's expense, as these racks will not fit in the existing WSP building. WSP will purchase a building for Octopus. DOJ will remove the tower foundation at Code 30(f) and pour a pad to support the new building. The building will be picked up from Code 30(f) by the DOJ and transported to and installed at Code 30(f) The thirty-foot tower at Code 30(f) will be removed by WSP. The existing generator (6KW) will be replaced with a 25 KW unit by the DOJ.

WSP/DOJ T1 Plan



Note: Any policy, procedure, or cost statement made here is draft until completed by written correspondence.

WSP/DOJ M/W Path Flow Chart

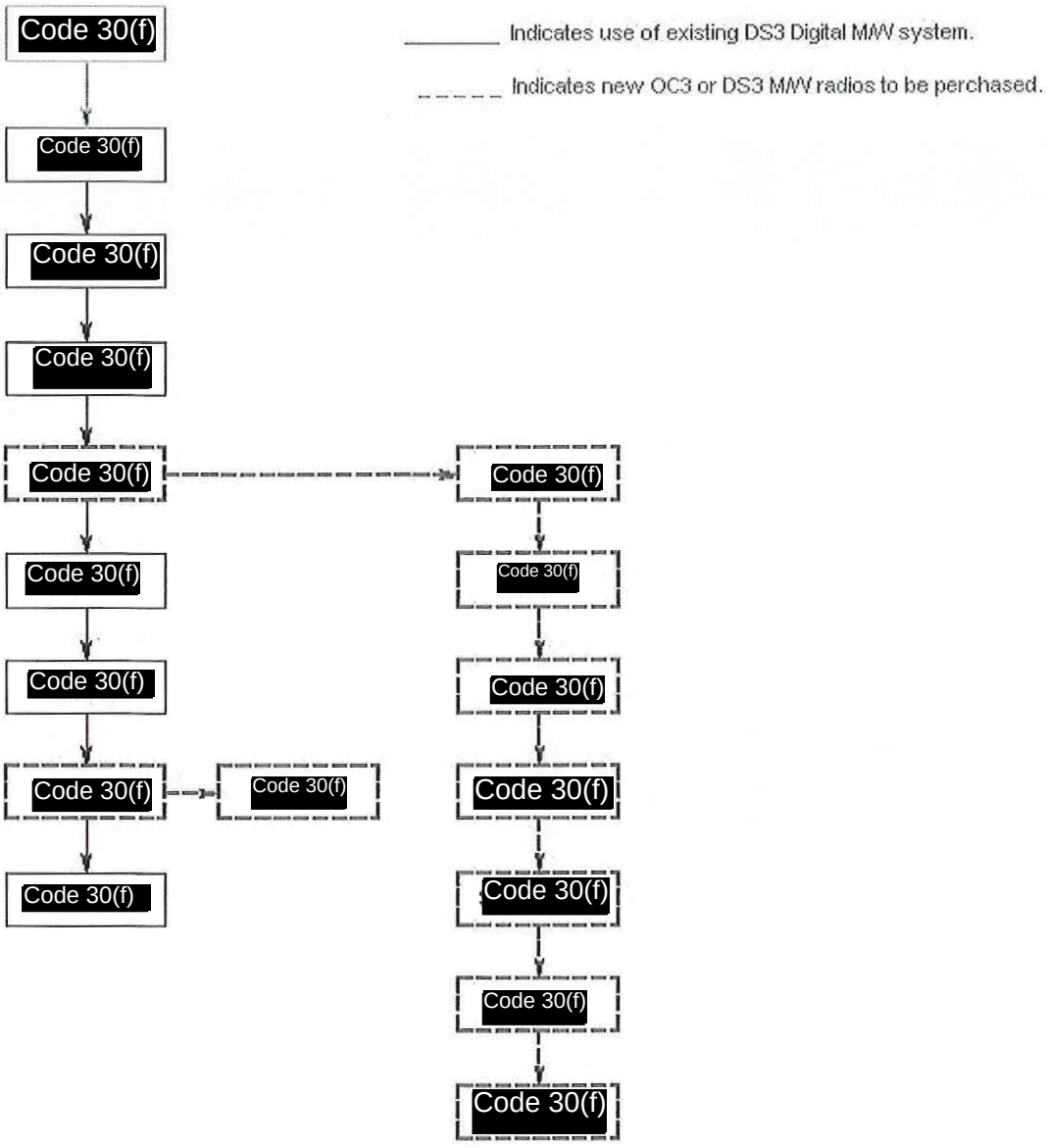


Exhibit B
IWN Cost Summary

	Microwave Equipment	Microwave Antenna		SONET Multiplex	Battery System	Site Work	Power/Property Upgrades	Total
[redacted]	$51,335	$24,970	[redacted]	$41,993	$13,000		$177,200	$308,498.00
						$7,900	$1,000	$8,900.00
	$16,336	$124,970		$41,993	$13,000	$5,400	$28,798	$230,497.00
								$0.00
	$42,600	$24,070		$41,993	$13,000		$42,400	$164,063.00
	$51,800	$31,048		$41,993	$13,000		$36,800	$174,641.00
	$51,135			$41,993	$13,000	$300	$16,800	$123,228.00
							$1,000	$1,000.00
	$26,548			$62,897	$13,000	$2,500	$1,000	$105,945.00
	$26,548			$33,442	$13,000	$300	$1,000	$74,290.00
	$16,336	$14,876		$41,993	$13,000	$44,800	$31,200	$162,205.00
	$53,311	$23,478		$41,993	$13,000		$42,400	$174,182.00
								$0.00
	$51,600			$41,993	$13,000		$42,400	$148,993.00
				$41,993			$0	$41,993.00
							$0	$0.00
							$0	$0.00
Network Manager				$24,950				$24,950.00
ork Server				$20,699				$20,699.00
Spares				$13,000				$13,000.00
Training				$11,000				$11,000.00
Estimated Sub-Total	$387,549	$243,412		$543,925	$130,000	$61,200	$421,998.00	$1,788,084.00
Estimated Sales Tax @ 8.9%								$159,139.48
Contingency @ 5%								$97,361.17
ESTIMATED TOTAL								$2,044,584.65

Table 1 Overall WSP Microwave Upgrade Costs

C050279FED

MEMORANDUM OF UNDERSTANDING

Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and
the Washington State Patrol Regarding the
National Integrated Ballistic Information Network

This Memorandum of Understanding (MOU) is entered into by the U.S. Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the Washington State Patrol, hereinafter collectively referred to as "the parties." The MOU establishes and defines a partnership between the parties that will result in the installation, operation, and administration of ATF integrated ballistics imaging systems for the collection, analysis, and dissemination of crime gun data through ATF's National Integrated Ballistic Information Network (NIBIN) Program at the Washington State Patrol.

AUTHORITY

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, the Gun Control Act of 1968 (as amended), 18 U.S.C. Chapter 44.

BACKGROUND

Violent crimes are being committed with firearms in the United States. A firearm leaves unique, identifiable characteristics on expelled ammunition. Firearms, expended bullets, and cartridge casings associated with crimes are currently being collected and maintained as evidence by law enforcement agencies. The ATF NIBIN Program assists Federal, state, and local law enforcement agencies in combating firearms-related violence through the use of Integrated Ballistics Identification System (IBIS) technology to compare images of ballistic evidence (projectiles and cartridge casings) obtained from crime scenes and recovered firearms.

SCOPE

Participation in this program is expressly restricted to the ballistic imaging of firearms data associated with crimes. NIBIN equipment provided and deployed by ATF to other Federal, State, or local law authorities may be used only for imaging of ballistic evidence and test fires of firearms taken into law enforcement custody.

NIBIN equipment deployed by ATF to Federal, state, or local authorities shall not be used to capture or store ballistic images acquired at the point of manufacture, importation, sale, or for law enforcement issued firearms not associated with crimes. Nothing in this MOU shall preclude State or local parties from capturing or storing such information in local ballistic

imaging systems, provided that such local imaging systems shall not be connected to NIBIN without ATF's specific written approval, which must be consistent with current ATF authorization and appropriations restrictions and policy.

APPLICABLE LAWS

The applicable statutes, regulations, directives and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it.

Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF.

This MOU does not grant any funding whatsoever. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

MODIFICATIONS AND TERMINATIONS

This MOU shall not affect any pre-existing or independent relationships or obligations between the parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Except as provided herein, this MOU may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective upon the thirtieth calendar day following notice, unless a later date is agreed upon.

If either party terminates this MOU, ATF will retain its interest in the NIBIN equipment and in the electronically stored information contained in the database. ATF agrees to provide to the Washington State Patrol an electronic copy of the data collected by the Washington State Patrol.

INCORPORATION OF APPENDIX

The Appendix to this MOU includes definitions of terms used; requirements concerning NIBIN equipment; usage, movement, and removal of the equipment; Rapid Brass Identification (RBI) users and host Data Acquisition System (DAS) sites; maintenance of the equipment; security requirements; audits; personnel and training; and coordination of NIBIN efforts. Because these requirements may change over time due to technological advances, security enhancements, budgetary matters, and so forth, the Appendix may be occasionally updated. Parties to the MOU agree and understand that the Appendix is incorporated by reference as if fully stated herein. Execution of the MOU constitutes agreement to abide by the requirements and protocols set forth in the Appendix.

SIGNATORIES

The terms and conditions of this MOU will be considered accepted in their entirety upon the signature by ATF Special Agent in Charge Kelvin N. Crenshaw and Chief ~~Ronal W. Serpas~~ Lowell M. Porter representing the Washington State Patrol.

LIABILITY

The Washington State Patrol hereby agrees to assume full and sole liability for any damage, injury, or harm of any sort caused by the operation and use of any NIBIN equipment or related to the use and interpretation of any information contained in, processed by, or extracted from any database subject to this agreement and the protocols and procedures of the NIBIN Program.

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

AGREEMENT

ATF and the Washington State Patrol hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NIBIN Program.

In witness thereof, the parties have hereby executed this MOU this 29 day of September, 2004.

Special Agent in Charge
Bureau of Alcohol, Tobacco,
Firearms and Explosives
Seattle Field Division

~~Chief Ronal W. Serpas~~
Washington State Patrol
Olympia, Washington 98504

Chief, NIBIN Branch
Bureau of Alcohol, Tobacco, Firearms and Explosives

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

Appendix

TERMS

ATF – Bureau of Alcohol, Tobacco, Firearms and Explosives, a bureau within DOJ.

Bullets – Designated calibers of projectiles fired from rifles, revolvers and pistols.

Cartridge Casings – Designated metal casings from cartridges fired from rifles and revolvers and ejected from pistols.

Correlation – Automated data comparison of signature images to a database.

Crime Gun – A firearm that has been taken into police custody pursuant to a bonafide law enforcement investigation.

IBIS System – Any and all portions of an integrated/automated ballistic image processing system specifically defined as Integrated Ballistics Identification System (IBIS). This includes all the hardware and software that performs the complete function and/or generates data reports of results on the comparison of images of ballistic evidence (bullets and cartridge casings) obtained from crime scenes and recovered firearms.

NIBIN Equipment refers to integrated ballistics imaging, analysis, and information processing equipment wholly owned and provided by ATF.

NIBIN Network – An ATF designed and maintained system of interconnected computer systems and terminals used in support of the NIBIN Program and the IBIS System.

NIBIN Program – the management and administration of NIBIN, including the installation and utilization of the NIBIN equipment.

Security Requirements – Types and levels of protection necessary for equipment, data, information, applications, and facilities to meet security policies.

Security Policies – The set of laws, rules, directives and practices that regulate how an organization manages, protects and distributes controlled information.

Volunteers – Individuals who have chosen to perform gratuitous services and have entered into an agreement with the local NIBIN partner agency addressing all issues of confidentiality, costs and a waiver of all claims against the Federal government.

EQUIPMENT REQUIREMENTS

The Washington State Patrol hereby agrees and acknowledges that all NIBIN equipment installed and maintained by ATF shall remain the property of ATF and the U.S. Government.

ATF agrees to provide, install and maintain NIBIN equipment deployed to the Washington State Patrol for use by the Washington State Patrol and any other law enforcement agencies served by or in partnership with the Washington State Patrol. The Washington State Patrol may provide access to the NIBIN equipment under its operational control to any other law enforcement agency only pursuant to a written agreement in which such other law enforcement agency agrees to the same restrictions placed upon the Washington State Patrol by this MOU. However, the Washington State Patrol agrees to assume full liability and responsibility for the administration of such access.

Should the installation of the NIBIN equipment require physical construction at the site, the Washington State Patrol will be responsible for such construction and any costs associated therein.

MOVEMENT OF NIBIN EQUIPMENT

Any movement of the NIBIN equipment after the initial installation must be accomplished with prior written approval of ATF and at the expense of the Washington State Patrol.

In the event of unauthorized movement, alteration, damage, or destruction of any NIBIN equipment caused by its employees, contractors, or any other person under its control, the Washington State Patrol agrees to assume the cost of replacement or repairs of the equipment.

The Washington State Patrol agrees to report to ATF, within 5 working days, any incident involving an unauthorized movement, alteration, damage, or destruction of ATF-owned NIBIN equipment; any unauthorized use of NIBIN equipment; or the unauthorized release of data related to the NIBIN Program.

RAPID BRASS IDENTIFICATION (RBI) USERS AND HOST DATA ACQUISITION SYSTEM (DAS) SITES

ATF will provide and support primary communication lines necessary for connecting NIBIN equipment to the NIBIN network. The Washington State Patrol agrees to assume complete liability and responsibility for the installation, use, and maintenance of any ancillary communication lines supporting an RBI system under its control.

MAINTENANCE OF NIBIN EQUIPMENT

ATF will maintain all NIBIN equipment furnished to the Washington State Patrol and repair or replace inoperable or outdated equipment in an expeditious manner, subject to availability and funding. However, maintenance and repairs required as the result of unauthorized movement, alteration, damage, or destruction will not be assumed by ATF. The Washington State Patrol agrees not to make or cause to be made any repairs, alterations, movements, additions, improvements, replacements, etc., to the NIBIN equipment not expressly authorized by ATF in advance, and further agrees to exercise due care in every respect to prevent movement, damage, destruction, or misuse of the equipment.

ATF further agrees to provide appropriate upgrades to the NIBIN equipment or related software in an expeditious manner, subject to availability and funding.

SECURITY REQUIREMENTS

The Washington State Patrol will comply with all ATF, DOJ or other Federal security requirements related to the NIBIN equipment, NIBIN program, personnel, or NIBIN network. These requirements are set forth under NIBIN security policies. ATF will promptly notify the Washington State Patrol should these requirements change.

The Washington State Patrol agrees to conduct criminal background checks, including fingerprint checks, on all users of NIBIN DAS and RBI equipment. Upon successful completion of these background checks and at least 30 days before the user is given access to the equipment, the Washington State Patrol will notify the NIBIN Branch in writing, to verify that the user is cleared.

REMOVAL OF NIBIN EQUIPMENT

ATF retains the right to remove the NIBIN equipment upon (1) its determination that the equipment is being neglected or misused; (2) or is not being used to a reasonable degree; (3) receipt of written notification of the termination of the participation of the Washington State Patrol in the NIBIN Program; (4) termination of the NIBIN Program by ATF; (5) the cancellation of this MOU by ATF; or (6) failure to comply with any obligations or requirements set forth in this MOU. If ATF intends to remove the NIBIN equipment from the Washington State Patrol, ATF will provide written notice not less than 10 business days prior to the removal of the equipment.

AUDITS

ATF and the Washington State Patrol acknowledge their understanding that the operations described in this MOU are subject to audit by ATF; the Department of Justice, Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S.

Government. Such audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts, or other evidence of expenditures related to this MOU and the NIBIN Program.

Further, all parties hereby agree to allow auditors to conduct one or more in-person interviews of any and all personnel the auditors have determined may have knowledge relevant to transactions performed or other matters involving this MOU and the NIBIN Program.

The Washington State Patrol hereby acknowledges its understanding that, for accounting purposes, the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget (OMB) Circular A-87, revised (available via the OMB, the Superintendent of Documents at the U.S. Government Printing Office, or via the Internet at http://www.whitehouse.gov/omb/circulars/a087/a087-all.html.)

PERSONNEL AND TRAINING

Prior to the execution of this MOU and equipment installation, the Washington State Patrol agrees to provide sufficient personnel to operate the equipment. This MOU should not be construed to require the hiring of any new personnel, except at the discretion of the Washington State Patrol. If the Washington State Patrol determines that additional personnel resources are required, all costs associated with this hiring will be borne by the Washington State Patrol. Volunteers must satisfy the same requirements as other users of the NIBIN equipment, and be properly trained, qualified and approved in advance by ATF.

The Washington State Patrol will ensure that only trained, cleared and qualified personnel operate the ATF-owned NIBIN equipment and that only trained and qualified instructors use the NIBIN equipment for the training of new personnel. Training must be conducted by ATF or ATF-authorized personnel.

Use of the NIBIN equipment will be under the management and control of the Washington State Patrol.

Contingent on sufficient funding, ATF agrees to provide training for users of the NIBIN equipment at the discretion of ATF.

USAGE OF NIBIN EQUIPMENT

The Washington State Patrol shall enter all crime gun firearms evidence recovered by law enforcement into the NIBIN system, particularly firearms evidence recovered from violent crime scenes. ATF also encourages inclusion of all test-fired evidence from seized firearms. In addition, because certain calibers (including .25 auto, .32 auto, .380 auto, 9mm, .38/.357, 10 mm/.40 S&W, and .45 auto) make up the vast majority of crime guns, the Washington State Patrol will image as much recovered and test-fired evidence from such firearms as is practical.

Nothing in the MOU precludes the Washington State Patrol from entering test-fired evidence from firearms of additional calibers.

COORDINATION

ATF and the Washington State Patrol agree to adhere to standardized procedures and policies for collecting, handling, documenting, transporting, and preserving firearms, bullets, casings, and any similar evidence submitted for analysis and input into the NIBIN equipment.

ATF and the Washington State Patrol similarly agree to adhere to standardized procedures and policies for the source data collection, input, exchange, and protection of information, to include information as to the location where ballistics evidence was collected, the circumstances under which it was collected, and all crimes to which the firearm(s) or other ballistics evidence is linked. The Washington State Patrol agrees to abide by all applicable non-disclosure requirements ATF imposes. An example of these requirements can be found in ATF F 8800.2.

ATF and the Washington State Patrol agree to cooperate in the development and implementation of data entry protocols and quality assurance procedures for the NIBIN Program. ATF further agrees to cooperate with all participants in the NIBIN Program to establish model standards, protocols, and procedures for the users of the network equipment and system. Such protocols will be applicable as they are implemented.

The Washington State Patrol will require all participating law enforcement agencies to adhere to the protocols, procedures, policies, and quality assurance standards as established above.

The Washington State Patrol agrees to provide ATF with monthly reports outlining historical, statistical, and case adjudication information on the use, and results of the use, of the NIBIN equipment and the related services provided by ATF and the manufacturer of the equipment. Additionally, the Washington State Patrol agrees to provide ATF with an estimate of the overall percentage of recovered and test-fired evidence available that was entered into the NIBIN system at the end of each calendar year. Such information will be gathered for the purpose of informing the law enforcement community, other Government agencies, Congress, and the public on the successes of the NIBIN Program. Additionally, ATF will use the information to attempt to collect data for results-oriented performance measures.

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MEMORANDUM OF UNDERSTANDING

Between the Bureau of Alcohol, Tobacco, Firearms, and Explosives and
the Washington State Patrol Regarding the
Bomb Arson Tracking System Program

ARTICLE I: PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) is entered into by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), and the Washington State Patrol, hereinafter collectively referred to as "the parties". This MOU establishes and defines a partnership between the parties that will result in the operation and administration of an online secure Internet based intelligence and information system. This information system will be used by the parties for the collection, analysis, and dissemination of incidents involving arson and the suspected criminal misuse of explosives through ATF's Arson and Explosives National Repository Bomb Arson Tracking System (BATS) software application.

This MOU and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives and procedures of the United States. This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of crimes involving arson and the suspected criminal misuse of explosives. The authority of the Washington State Patrol in these endeavors is derived from the following provision(s) of Revised Code of Washington; Statute RCW 39.34; Section _____. The authority of ATF in these endeavors is derived from the provisions of the Title XI of the Organized Crime Control Act of 1970, (as amended), 18 U.S.C. chapter 40, the National Firearms Act, 26 U.S.C. Chapter 53, and the Gun Control Act of 1968, 18 U.S.C. Chapter 44.

ARTICLE II: SCOPE

The parties acknowledge that crimes are being committed through the offenses of arson and the suspected criminal misuse of explosives in the Enumclaw, WA.

The parties acknowledge that it is in the public interest to enhance cooperation among City, State, County, and Federal law enforcement agencies with regard to identifying the perpetrators of crimes involving the offenses of arson and the suspected criminal misuse of explosives.

The parties acknowledge that intelligence and information associated with the crimes of arson and the suspected criminal misuse of explosives are currently being maintained by the Washington State Patrol.

The parties acknowledge that ATF and the BATS Program will assist Federal, State, county, and local law enforcement agencies in combating the crimes of arson and the suspected criminal misuse of explosives through the collection, cataloging, automated processing, comparison, and dissemination of intelligence and information; by making available other ATF criminal and regulatory resources.

The parties acknowledge that there will be no disclosure of information contained within the BATS software application outside of the respective agencies except that disclosure which is deemed necessary by ATF or the Washington State Patrol in conjunction with an official law enforcement investigation or pursuant to a lawful court order.

The parties acknowledge and agree that premature disclosure of certain information resident within the BATS software application other than as described in the preceding paragraph can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes but is not limited to data that may link a person or person to an incident or incidents; criminal methodology of an incident or incidents; personal identifier information; Originating Agency Identifier (ORI) information, or information related to patterns of criminal activity involving arson and the suspected criminal misuse of explosives. It is agreed that the above described law enforcement sensitive information shared or generated pursuant to this agreement shall not be disclosed to any party except as described above without the express consent of both parties to this agreement.

ARTICLE III: TERMINOLOGY

As used herein, the term "**BATS program**" refers to a program operated by ATF to link qualified law enforcement agencies and their approved users through the use of the BATS application software and a secure telecommunications medium to better facilitate the sharing of information and intelligence concerning incidents involving arson and the suspected criminal misuse of explosives.

As used herein, the term "**BATS software application**" refers to a software application capable of the collection and dissemination of arson and the suspected criminal misuse of explosives intelligence and information wholly owned and provided by ATF. The software application is designed to operate through the computer(s) provided by the participating law enforcement agency. These law enforcement agencies will be electronically linked via their local Internet Service Provider (ISP) to a Government provided local or wide area network communications system operated as part of the BATS Program.

As used herein, the term "**local system administrator**" refers to that person of supervisory rank or functional equivalent responsible for administration of the BATS software application within the Washington State Patrol. This includes but is not limited to the administration of the Washington State Patrol end-users. The Washington State Patrol will within 5 days of the execution of this MOU by both parties, forward to ATF in

writing notification of the person or persons designated as the Washington State Patrol local system administrator in a format proscribed by ATF. Included in such notification will be the following information: full legal name; date of birth; sex; race; social security number; rank or title; telephone number; fax number; email address; and ORI. It is further agreed that ATF may use such information provided for verification, system administration, and training purposes associated with access to the BATS software application.

As used herein, the term "**end-user**" refers to those persons nominated by the Washington State Patrol for access to the BATS software application and that have been expressly authorized by ATF for such access. The Washington State Patrol will within 5 days of the execution of this MOU by both parties, forward to ATF in writing notification of the person or persons designated as end-users of the Washington State Patrol in a format proscribed by ATF. Included in such notification will be the following information: full legal name; date of birth; sex; race; social security number; rank or title; telephone number; fax number; email address; and ORI. It is further agreed that ATF may use such information provided for: verification, system administration, and training purposes associated with access to the BATS software application.

ARTICLE IV: INTERAGENCY COMMUNICATION

To provide for consistent and effective communication between the ATF and the Washington State Patrol shall each appoint representatives to discuss and consider the activities under this MOU.

The representatives shall coordinate all requests for assistance under this MOU and shall serve as the points of contact for their respective agencies on all matters under this MOU.

For the Bureau of Alcohol, Tobacco, Firearms, and Explosives:
Ms. Carmen J. Mims, IRS/BATS Coordinator
For the Washington State Patrol:
Lieutenant Travis Matheson

ARTICLE V: RESPONSIBILITIES OF THE PARTIES

A: IMPLEMENTATION

The Washington State Patrol hereby agrees and acknowledges that it is a duly constituted, empowered, and regulated law enforcement agency and is responsible for the investigation of incidents involving arson and the suspected criminal misuse of explosives.

The Washington State Patrol hereby agrees and acknowledges that as a condition of acceptance into the BATS Program, it has current National Crime Information Center

(NCIC) access and use privileges, as well as an ORI. Furthermore the Washington State Patrol hereby agrees and acknowledges that it will maintain such operational NCIC status during the duration of their association with the BATS program.

The Washington State Patrol hereby agrees and acknowledges to notify ATF immediately upon any change of NCIC status.

The Washington State Patrol hereby agrees and acknowledges that it is responsible for all costs associated with computer hardware, computer software (other than the BATS software application), Internet connection(s), or other communications requirements associated with their use of the BATS software application.

ATF will maintain access to the BATS software application furnished to the Washington State Patrol and shall facilitate repairs to the BATS software application in an expeditious manner, subject to availability and funding. However, maintenance and repairs required as the result of improper use of the BATS software application by the Washington State Patrol or enhancements to the BATS software application made by ATF, as well as local computer hardware, computer software, or communications problems will not be assumed by ATF.

B. System Access

The Washington State Patrol will ensure that only those ATF authorized end-users that have been approved by ATF will access the BATS software application.

The Washington State Patrol hereby agrees and acknowledges that their ATF authorized end-users who will access the BATS software application will be legally entitled to use and receive NCIC information.

The Washington State Patrol hereby agrees and acknowledges that it shall identify an individual who will serve as that agency's local system administrator. This individual shall be of a supervisory rank or functional equivalent. This individual shall be responsible for the administration of the BATS program within their agency. This includes but is not limited to the administration of the Washington State Patrol end-users.

Immediately upon the lack of need for BATS Program data due to: retirement, transfer, reassignment, termination, and/or separation of an authorized end-user, the Washington State Patrol hereby agrees and acknowledges to terminate the involved end-user access to the BATS software application. The ATF BATS program official or his or her designee shall be immediately notified in writing of all end-user access terminations.

The Washington State Patrol hereby agrees and acknowledges that the BATS software application will only be accessed through computers owned or leased for official

government purposes and that such computers maintain connectivity to the internet exclusively through a physically wired connection.

The Washington State Patrol hereby agrees and acknowledges that under no condition will it allow the BATS software application to be accessed via any type of wireless communication medium or appliance without the prior written approval of ATF.

C. Operating Parameters

The Washington State Patrol is encouraged to make all reasonable efforts to enter into the BATS software application relevant information related to arson, and the suspected criminal misuse of explosives. Since it has been the experience of ATF that incendiary or arson related fires can be mistakenly characterized as an accidental fire, the Washington State Patrol should contribute all fire and explosion incidents including those initially classified as accidental. The Washington State Patrol understands that any information contributed to the BATS software application may be shared with other law enforcement agencies as described above.

The Washington State Patrol acknowledges that information contributed to the BATS software application must be classified by their end-users in the following two manners:

Restricted (default setting)
In the event information contributed by the Washington State Patrol matches a query developed and executed by an outside agency that is also a participant in the BATS software application, only general information such as: Case Number, Agency, Investigator / Agent, Agency Name, Agency City, Agency State, Agency Telephone Numbers will be released concerning the identified record.

Unrestricted (end-user selected)
In the event information contributed by the Washington State Patrol matches a query developed and executed by an outside agency that is also a participant in the BATS software application, all information resident within the system concerning an identified record will be released in an un-modifiable form.

D. BATS Program Information Reliability

The Washington State Patrol is responsible for and shall take those steps necessary to ensure the accuracy of information contributed to the BATS software application.

The Washington State Patrol hereby agrees and acknowledges that use of data from the system shall be considered only as an investigative tool. It is not contemplated or recommended that data obtained from the system be used as admissible evidence before any court, adjudicatory tribunal or other government proceeding without further verification of such information from the agency that contributed the information in question.

E. Training

If deemed necessary by ATF and if funding is available, ATF agrees to provide training, as needed, onsite, at ATF facilities, or at other locations. ATF reserves the right to determine training media, delivery methodology, venues, and associated issues and the Washington State Patrol agrees to use such materials.

The Washington State Patrol agrees to assume general responsibility for training necessitated by the replacement of personnel.

Training related to upgrades of the network system, software, or other components may be provided by ATF or by the Washington State Patrol, depending upon the circumstances of the particular upgrade, the level of training required, and the anticipated training cost.

F. Administrative

ATF retains the right to remove access to the BATS software application upon **(1)** its determination that the BATS software application is being neglected or misused, or is not receiving use to a reasonable degree; **(2)** receipt of written notification of the termination of the participation of the Washington State Patrol in the BATS Program; **(3)** termination of the BATS Program by ATF; or **(4)** the cancellation of this MOU by either party.

ATF and the Washington State Patrol acknowledge their understanding that the operations described in this MOU are subject to audit by ATF; the U.S. Department of Justice; Office of Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government. Such audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts, and other evidence.

The Washington State Patrol hereby acknowledges its understanding that, for accounting purposes, the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget (OMB) Circular A-87, revised (available via the OMB, The Superintendent of Documents at the U.S. Government Printing Office, or via the Internet at http://www.whitehouse.gov/WH/EOP/OMB).

G. Personnel

ATF agrees to provide, subject to the availability of funding, sufficient personnel to administer ATF's BATS Program responsibilities, to include the provision of user support services obtained by ATF through separate agreement with outside contractors.

This MOU should not be construed to require the hiring of any new personnel, except at the discretion of the Washington State Patrol. If the Washington State Patrol determines that additional personnel resources are required, all costs associated with this hiring will be borne by said agency.

H. Miscellaneous Provisions

The Washington State Patrol agrees to assume complete liability and responsibility for the installation, use, and maintenance of any ancillary communication lines under its control that may be necessary to support maintenance or networking of the BATS software application.

The Washington State Patrol agrees to report to ATF, immediately any incident involving an unauthorized, alteration, damage, or destruction of ATF-owned BATS software application; any unauthorized use or access of the BATS software application; or the unauthorized release of data related to the BATS Program.

The Washington State Patrol will maintain the necessary level of security to assure the integrity of the BATS Program and to prevent unauthorized access to the BATS software application.

The Washington State Patrol agrees to immediately report to ATF any order arising from a legal proceeding that is issued by a court of competent jurisdiction that it might receive, which orders the disclosure of information contained within the BATS software application.

I. Duration

This MOU will become effective upon proper execution and, unless amended as prescribed below, will remain in effect for the duration of the BATS Program.

ATF or the Washington State Patrol may cancel its participation at any time following written notification to the other party.

If this project is terminated by either party, ATF will retain its interest in the electronically stored information contained in the data base, except that ATF agrees to provide a copy of the data contributed by the Washington State Patrol.

The terms and conditions of this MOU will be considered accepted in their entirety upon the signature by the ATF official designated below and the authorized representative of the Washington State Patrol. This MOU may be amended by deletion or modification, or by addition of new provisions, by either party with the express concurrence of the other as indicated by the application of the name and signature of the undersigned, their duly assigned representative, their superiors, or their successor.

EFFECT OF AGREEMENT

This MOU establishes and defines a relationship between ATF and the Washington State Patrol as to the implementation of and participation in the BATS Program, which involves the access to the BATS software application.

Nothing in this MOU will modify any Federal law, regulation, or other Federal rule recognized by ATF.

Nothing in this MOU grants any funding whatsoever. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

The Washington State Patrol hereby agrees to assume full and sole liability for any damage, injury, or harm of any sort caused by participation in the BATS Program and the use of any of any information contained in, processed by, or extracted from any data base subject to this agreement and the protocols and procedures of the BATS Program.

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU, only.

AGREEMENT

ATF and the Washington State Patrol hereby agree to abide by the terms and conditions of this MOU to implement and participate in the BATS program in the manner prescribed herein; to use it in a manner prescribed herein; to allow the necessary and proper administration of the program, to comply with all conditions that ATF may find necessary to institute on behalf of the BATS program; and to require that all participating law enforcement agencies adhere to, any and all future protocols and procedures properly created and instituted as a result of and in accordance with this MOU .

The undersigned being duly authorized by their respective agencies have reviewed, approved, and have affixed their signatures to this MOU.

5-12-06	6/12/06
Name Date	Name Date
	BFS ADMINISTRATOR
Special Agent in Charge	Department Chief
Bureau of Alcohol, Tobacco Firearms and Explosives	Washington State Patrol

C07-1023FED

Memorandum of Agreement
Between
The Washington State Patrol
and
The INTERPOL- U.S. National Central Bureau,
U.S. Department of Justice
for ACCESS to INTERPOL Databases

I. Purpose:

The purpose of this Memorandum of Agreement ("Agreement") is to formalize an agreement between the Washington State Patrol and the INTERPOL-U.S. National Central Bureau ("USNCB"), U.S. Department of Justice to provide and assign responsibilities for the access to databases of the International Criminal Police Organization ("INTERPOL") by Washington law enforcement officials within the control of the Nlets Representative for the Washington State Patrol (WSP). This agreement shall not affect any pre-existing, unrelated agreement or independent relationship or obligation between the parties.

II. Parties

A. The Washington State Patrol (WSP) is an accredited state law enforcement agency. As such, it enhances the safety and security of Washington by monitoring the roadways and ferries, reducing the state's vulnerability to fire, crime, terrorism, and natural hazards, leverages technology to enhance business processes, public safety infrastructure, and statewide emergency communications ability. It is also responsible for providing forensic, investigative, and other criminal justice systems statewide.

B. The International Criminal Police Organization ("INTERPOL") is an international organization whose mission is to facilitate the exchange of police information and to promote the widest possible mutual assistance between law enforcement authorities of its member countries in accordance with the Interpol Constitution and regulations, as well as the laws of each member country. Each member country facilitates this mission by establishing a domestic entity called a "National Central Bureau" ("NCB") through which its authorized law enforcement authorities may access the databases and resources of INTERPOL, and communicate with the General Secretariat of INTERPOL and/or with authorized law enforcement authorities of other member countries via their respective NCBs.

The **INTERPOL-United States National Central Bureau ("USNCB")**, a component of the U.S. Department of Justice and a party to this agreement, serves as the point-of-contact for the United States and its state, local and federal law enforcement authorities for the international exchange, via INTERPOL, of police and humanitarian information with law enforcement authorities of the various INTERPOL member countries

III. Relevant Authority

A. The WSP was established under RCW 43.43.010, and RCW 43.43.030, which sets forth the powers of the WSP.

Authority over the criminal justice services and communications network, including Nlets is provided in RCW 43.43.785.

B. The USNCB, pursuant to the authority granted under Title 22 United States Code, Section 263a, that establishes the Attorney General as the United States representative to INTERPOL; and, Title 28 of the Code of Federal Regulations, Section 34a, that establishes the USNCB as the United States' point of contact for coordination between U.S. officials and INTERPOL, the international organization in Lyon, France. In addition, as provided in the INTERPOL Constitution, INTERPOL Rules on the Processing of Information for the Purpose of International Police Co-operation, and related regulations.

IV. Program Overview

The USNCB is authorized under INTERPOL rules to determine which U.S. law enforcement authorities are provided with access to INTERPOL databases via INTERPOL's Automated Search Facility ("ASF"), and the limits of the access provided. ASF provides query access to information in INTERPOL's databases obtained from INTERPOL's member countries on wanted persons, persons with criminal histories, persons connected to crimes, missing persons, stolen and lost passports and travel documents, stolen vehicles, and other law enforcement information. The USNCB is also responsible for ensuring that authorized users of the INTERPOL databases comply with the applicable INTERPOL rules and regulations for use of information.

The USNCB will provide access to INTERPOL databases and the National Law Enforcement Telecommunications System ("Nlets") will provide a network and the necessary technical connection permitting approved Nlets users to access and query the INTERPOL ASF and other appropriate INTERPOL databases.

Nlets will be responsible for providing the transmission path for both query and response messages between authorized Nlets users and the USNCB for purposes of querying the ASF. Nlets will also facilitate subsequent communications, as appropriate.

The Nlets Representative for the WSP will be responsible for administering and overseeing access to, and use of INTERPOL databases and information by authorized WSP law enforcement officials, while ensuring the security of INTERPOL information, and its proper use

in accordance with INTERPOL rules, and applicable U.S. law.

Access to ASF via Nlets will allow an authorized user to execute a specific Nlets query that will have predefined fields for querying nominal, passport, or vehicle identifiers within the INTERPOL ASF database. That Nlets transaction will be routed across the NLETS network to the USNCB. A gateway device will validate the ORI and then repackage the Nlets transaction into a web service query to the ASF database at the INTERPOL Secretariat General ("IPSG") in Lyon, France. ASF will process the query and return all negative and positive responses, including relevant additional information, through the USNCB's network. The USNCB's Nlets gateway will forward a response back to the ORI through Nlets. A positive hit will generate a preformatted message containing mandatory handling instructions. These instructions will specify required steps to validate the information with the country of its origin via the USNCB.

V. DIAGRAM

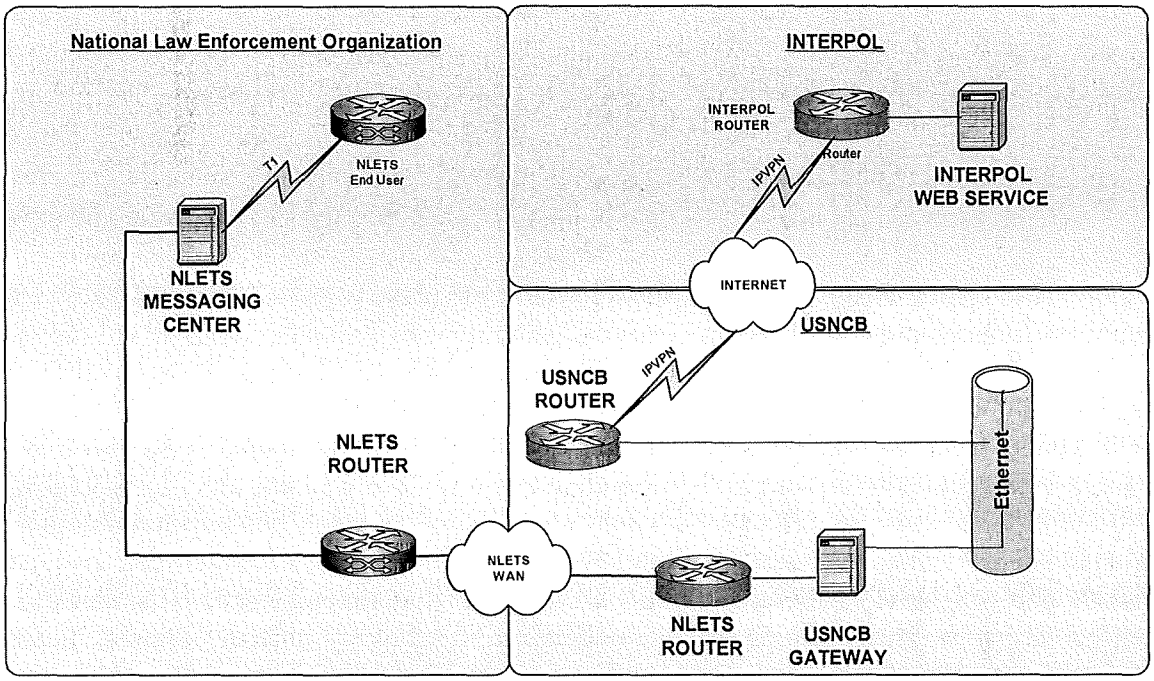


Figure 1 NLETS INTERPOL QUERY

VI. Responsibilities

A. Technical

1. The Nlets Representative on behalf of the WSP will:

   a. Provide a direct secure connection to Nlets and/or a certified gateway device for users of INTERPOL ASF.

b. The connection will comply with Nlets security requirements for handling of sensitive law enforcement information.

c. Be responsible for all modifications to any software or gateway devices required to utilize INTERPOL ASF via Nlets.

2. The USNCB will be responsible for providing and supporting access to INTERPOL ASF using the Nlets architecture as the communications medium.

B. Administration of End Users

The Nlets Representative on behalf of the WSP will:

1. Provide centralized account and password administration for all users of INTERPOL ASF via Nlets.

2. Coordinate the access to INTERPOL ASF with the USNCB.

3. Verify that each end user of INTERPOL ASF has met appropriate security requirements, and is engaged in official law enforcement duties.

4. Provide system-based mechanisms for unique identification and authentication of all end users of INTERPOL ASF, using a password that meets WSP and Nlets standards for accountability, access control, and audit trail.

5. Ensure that that all queries of, or transactions involving the INTERPOL ASF can be traced to an accountable individual.

6. Establish procedures to provide an audit trail identifying details of access by individual ORIs and specific end users of the INTERPOL ASF.

7. Coordinate end-user support and technical assistance with the USNCB and/or Nlets, as appropriate.

8. Report any attempts to gain inappropriate or unauthorized access to, or improper use or disclosure of INTERPOL information to the USNCB as soon as practicable and assist the USNCB in taking corrective action.

C. Training of End Users

The Nlets Representative on behalf of the WSP will ensure that all users that it authorizes to access INTERPOL ASF are aware of, and comply with the following conditions for use of INTERPOL information:

1. INTERPOL data may only be used for law enforcement purposes;

2. The data must be protected from improper and unlawful use, access, alteration, and dissemination;

3. The data must be maintained on a secure system with restricted access limited to law enforcement officials performing their official duties;

4. Prior to any action taken on INTERPOL information, the USNCB must be contacted in order to verify the validity of the information in question with the Interpol Secretariat General (IPSG) and the National Central Bureau (NCB) of the source country or entity; and

5. Any restrictions placed on the use, retention, or dissemination of the information by the source entity pursuant to the Interpol Rules on Processing Police Information (RPI) must be respected.

6. Provide the INTERPOL INFORMATION – USER RESPONSIBILITIES (Attachment A) to all authorized end users of INTERPOL ASF

VII. Costs and Expenses

The WSP will bear the cost and expense for the purchase or repair of software or hardware, or any other improvements to its systems or facilities necessary to comply with the terms of this Memorandum of Agreement.

VIII. Third Party Rights

This Memorandum of Agreement is an agreement between the parties and is not intended to create or confer, and does not create or confer, on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise.

IX. Entry Into Force, Amendment and Termination

A. Entry into Force

This Memorandum of Agreement shall become effective on the date of the latest signature.

B. Amendment

Either Party hereto may request amendment of this Memorandum of Agreement at any time. It is understood that any request will be in writing and that any amendment will enter into effect only when both parties have concurred in writing.

Requests to amend this Memorandum of Agreement will be sent, in writing, from the Point of Contact of the proposing party to the Point of Contact of the other Party.

C. Termination

Either Party hereto may terminate this Memorandum of Agreement by written notice to the other Party. Either Party may terminate this Memorandum of Agreement upon 30 days written notification to the other Party's Point of Contact. Such notification will be the subject of immediate consultation by the Parties to decide upon an appropriate course of action.

X. Points of Contact

A. USNCB:
Assistant Director, State and Local Liaison Division
Telephone: 202-616-1051
FAX: 202-616-1087

Assistant Director, Information Technology
Telephone: 202-616-3855

B. WSP:
Al Lane
Washington State Patrol
Telephone: 360-570-5240

XI. Signatures

This Agreement is executed by the following authorized representatives of the parties.

Signed:

USNCB:

Martin Renkiewicz
Director
INTERPOL - USNCB
U.S. Department of Justice

DATE: 3-22-07

WSP:

John Batiste
Chief
Washington State Patrol

DATE: 4-26-07

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

ATTACHMENT A

INTERPOL INFORMATION - USER RESPONSIBILITIES

The International Criminal Police Organization ("INTERPOL") is an international organization whose mission is to facilitate the exchange of police information and promote cooperation and assistance between law enforcement authorities of its 186 member countries, including the United States. INTERPOL's databases include information supplied by its member countries on wanted persons, persons with criminal histories, persons connected to crimes, missing persons, stolen and lost passports and travel documents, stolen vehicles, and other law enforcement information.

The Interpol-U.S. National Central Bureau ("USNCB"), U.S. Department of Justice, is the point of contact for all INTERPOL matters involving the United States and its state, local and federal law enforcement officials.

Use of INTERPOL information is subject to following requirements and restrictions:

1. The data may only be used for law enforcement purposes;

2. The data must be protected from improper and unlawful use, access, alteration, and dissemination;

3. The data must be maintained on a secure system with restricted access limited to law enforcement officials performing their official duties;

4. Prior to any action taken on INTERPOL information, you must contact the USNCB to verify the validity of the information in question with the source country or entity and receive additional instructions; and

5. Any restrictions placed on the use, retention, or dissemination of the information by the source entity pursuant to the INTERPOL Rules on Processing Police Information (RPI) must be respected.

To validate any hits on INTERPOL information, receive further instructions on its use, and if you have any questions, contact the USNCB at: Telephone - 202-616-3900 or FAX - 202-616-8400.

C070296FED

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

MEMORANDUM OF UNDERSTANDING REGARDING THE eTRACE INTERNET BASED FIREARM TRACING APPLICATION

Memorandum of Understanding
between the
Washington State Patrol
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their on-going commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

Article II. Background

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers. Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: Seattle Field Division

Address: Jackson Federal Building
912 Second Avenue Room 790
Seattle, Washington 98174

	Designated ATF Contact	**Alternate ATF Contact**
Name:	Candice Nilsson	
Title:	Senior Intelligence Investigator	
Phone #:	(206) 389-5875	

Participating Law Enforcement Agency Name: Washington State Patrol
Agency Address: 2700 116th Street NE

Marysville, Washington 98271

	Designated Law Enforcement Agency Primary POC	**Designated Law Enforcement Agency Alternate POC**
Name:	MICHAEL MARKEN	GREGORY MILLER
Title:	DETECTIVE SERGEANT	LIEUTENANT
Phone #:	(360) 651-6345	(360) 704-2952

Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above appointed individuals will be responsible for providing and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for completing "Attachment A" (Agency Approved eTrace Users) of this MOU. Any individuals within your agency who will require access to eTrace must be listed on Attachment A as agency approved users.
3. The designated POC(s) will immediately notify the ATF National Tracing Center in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer, retirement, or release from employment. Initial notification for account revocation can be made by contacting the eTrace Customer Support Group @ (800) 788-7133. However, official notification to the National Tracing Center must be provided by completing Attachment B of this MOU and mailing the original copy to the NTC.
4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should be mailed to the ATF National Tracing Center at the following address:

Bureau of Alcohol, Tobacco, Firearms and Explosives
National Tracing Center Division
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Phone: (800) 788-7133

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, initiate a phone call to the designated POC and provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, a representative from the NTC will contact each individual user and provide them with their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.
4. Provide the participating law enforcement agency's designated POC and the responsible ATF Field Division with an annual (or upon request) listing of agency approved eTrace users for review and auditing purposes.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY". The federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections1001 and 1030.

- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location, specifically in furtherance of Law Enforcement activities.

- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, or as required by a court of law.

- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**

- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.

- The parties agree that a 'crime gun' is defined as "any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime".

- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

Article VII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.

Paul S. Beckley 9-18-06	9/26/06
Signature Date	Signature Date
(Chief Law Enforcement Official)	(ATF - Special Agent in Charge or designee)
John Batiste	Kelvin N. Crenshaw
Name	Name
Chief	Special Agent in Charge
Title	Title
Washington State Patrol	Seattle Field Division
Agency/Department	ATF Field Division

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

MEMORANDUM OF UNDERSTANDING - ATTACHMENT: A
AGENCY APPROVED USERS OF THE ETRACE APPLICATION

Participating Law Enforcement Agency Name: Washington State Patrol

Agency Address: 2700 116th Street NE

Marysville, Washington 98271

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	MICHAEL MARKER	GREGORY MILLER
Title:	DETECTIVE SERGEANT	LIEUTENANT
Phone #:	(360) 651-6345	(360) 704-2952
Email Address:	MICHAEL.MARKER@WSP.WA.GOV	GREG.MILLER@WSP.WA.GOV
Signature:	FOR M.J. MARKER	
Date:	9-5-06	9-5-06

AGENCY APPROVED eTRACE USERS

NAME	TITLE	Email ADDRESS	PHONE #	NCIC ORI #
DENNIS BOSMAN	DETECTIVE SGT	DENNIS.BOSMAN@WSP.WA.GOV	(360) 704-2955	WAWSP1046
JESSE REGALADO	DETECTIVE SGT	JESSE.REGALADO@WSP.WA.GOV	(360) 704-2956	WAWSP1058
GERALD COOPER	DETECTIVE SGT	JERRY.COOPER@WSP.WA.GOV	(360) 805-1192	WAWSP0744
DANIEL HALL	DETECTIVE SGT	DANIEL.HALL@WSP.WA.GOV	(253) 536-4378	WAWSP0143

NAME	TITLE	Email ADDRESS	PHONE #	NCIC ORI #
STEVE PENRY	DETECTIVE SGT	STEVEN.PENRY@WSP.WA.GOV	(425) 957-2330	WAWSP0243
TERRY LIEBRECHT	DETECTIVE SGT	TERRY.LIEBRECHT@WSP.WA.GOV	(509) 249-6741	WAWSP0343
KENNETH WADE	DETECTIVE SGT	KEN.WADE@WSP.WA.GOV	(509) 227-6641	WAWSP0443
KRISTENE O'SHANNON	DETECTIVE SGT	KRISTENE.OSHANNON@WSP.WA.GOV	(360) 449-7941	WAWSP0543
DALE LATHAM	DETECTIVE SGT	DALE.LATHAM@WSP.WA.GOV	(509) 665-4041	WAWSP0643
RICHARD SMITH	DETECTIVE SGT	RICHARDL.SMITH@WSP.WA.GOV	(253) 536-4371	WAWSP0127
JOHN ANDERSON	DETECTIVE SGT	JOHN.ANDERSON@WSP.WA.GOV	(425) 957-2327	WAWSP0245
DAVE BOLTON	DETECTIVE SGT	DAVE.BOLTON@WSP.WA.GOV	(509) 921-2389	WAWSP0445
MICHAEL MARKEN	DETECTIVE SGT	MICHAEL.MARKEN@WSP.WA.GOV	(360) 651-6345	WAWSP0743
GREGORY MILLER	LT.	GREG.MILLER@WSP.WA.GOV	(360) 704-2952	WAWSP1043

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

MEMORANDUM OF UNDERSTANDING - ATTACHMENT: B
CHANGE REQUEST FOR AGENCY APPROVED ETRACE USERS

Participating Law Enforcement Agency Name: _____

Agency Address: _____

_____

_____

	Designated Law Enforcement Agency Primary POC	**Designated Law Enforcement Agency Alternate POC**
Name:		
Title:		
Phone #:		
Email Address:		
Signature:		
Date:		

REQUEST FOR CHANGE OF AGENCY APPROVED eTRACE USERS

USERS NAME	TITLE	Email ADDRESS	PHONE NUMBER	NCIC ORI #	ADD or DELETE ACCESS

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
NATIONAL TRACING CENTER DIVISION

LAW ENFORCEMENT INTRODUCTION TO THE
eTRACE INTERNET BASED FIREARM TRACING APPLICATION

Chief of Police: Chief John Batiste

Agency Name: Washington State Patrol **Initial Contact Date:** _____

Agency Address: P.O. Box 42602
Olympia WA. 98504

ATF Field Division Point of Contact: _____ **Phone:** _____

Introduction to eTrace

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend its on-going commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system that is readily accessible through a connection to the worldwide web (Internet). This system, known as eTrace, provides the necessary utilities for submitting; retrieving, storing and querying all firearms trace related information relative to your agency. The newly developed eTrace application not only provides your agency with the ability to electronically submit firearm trace requests, but also to monitor progress of traces and efficiently retrieve completed trace results in a real-time environment. Additionally, eTrace provides an invaluable new feature that will provide your agency immediate access to a user friendly and searchable online database comprised of all trace requests submitted by your agency. This tool will provide your agency with the ability to perform detailed search functions and customized analysis relative to your jurisdiction.

In recent years, ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. The eTrace application is the newest tool available to the law enforcement community in a growing investigative arsenal. This correspondence is intended to provide an executive level overview of the eTrace application, to include: availability, functionality, benefits, and the steps required to gain access.

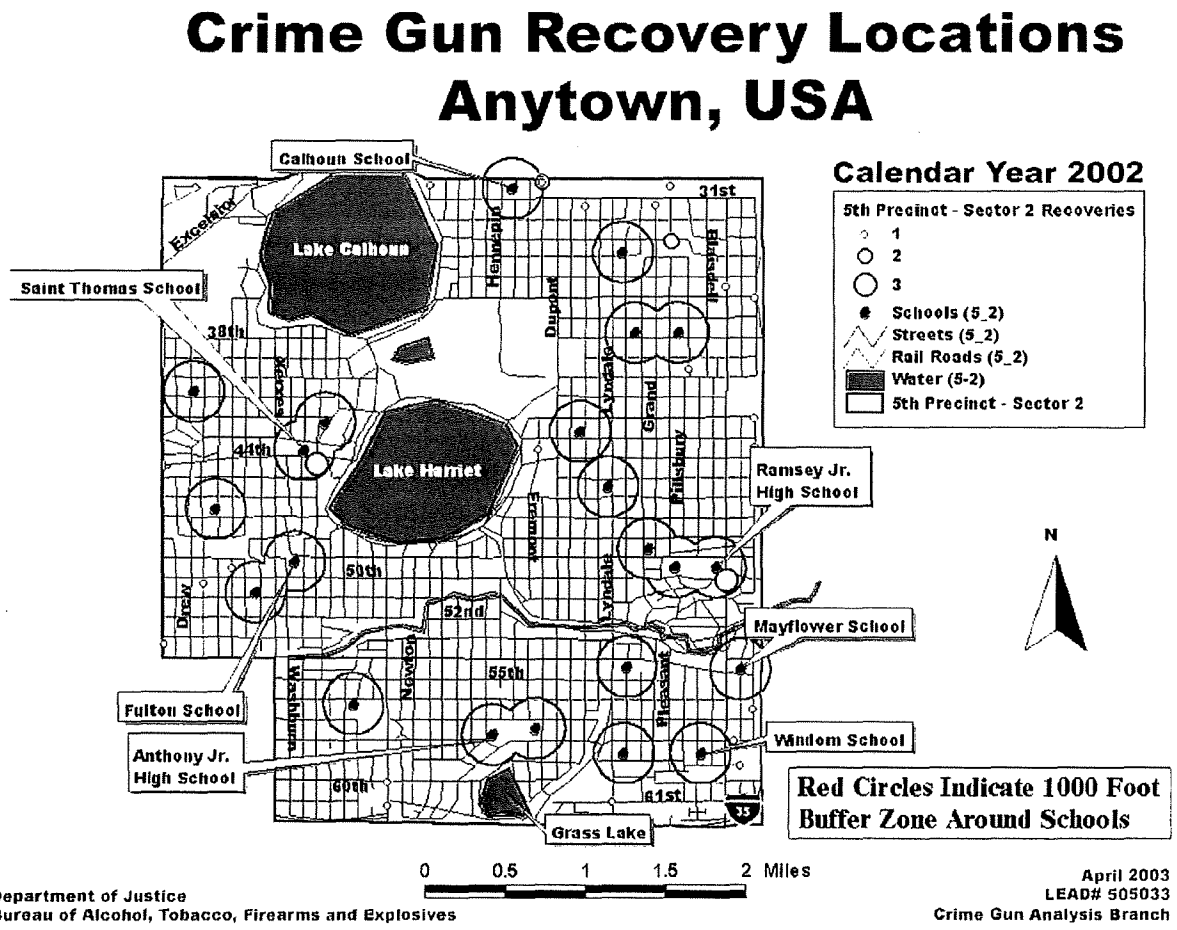
What is firearm tracing?

Firearm tracing is the systematic process of tracking a recovered crime guns chain of custody from it's source (manufacturer/importer) through the chain of distribution (wholesaler/retailer) to the individual who was the first retail purchaser of the firearm, or to a point where all other possibilities of identifying the original purchaser have been thoroughly exhausted. The ATF National Tracing Center processes approximately 250,000 firearm trace requests for both foreign and domestic law enforcement agencies annually. Comprehensive firearms tracing by jurisdiction or community, involves the tracing of all recovered crime guns within a particular geographic area (e.g., city, county, metropolitan area, or State). Information obtained

through the tracing process is utilized to solve and/or enhance individual cases and to maximize investigative lead development through eTrace. For example, the analysis of trace related data might reveal that a particular individual has repeatedly purchased firearms that were later recovered from crimes within your community.

Law Enforcement agencies that make a commitment to comprehensive firearms tracing through ATF will be provided with an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence. The term "comprehensive firearms tracing" refers both to the quantity and quality of firearm traces submitted. For an agency to succeed in producing meaningful analysis of its firearm tracing information, the relative data must be as complete and accurate as possible. Therefore, true comprehensive firearms tracing occurs when an agency traces all of its recovered crime guns and provides all available information detailing the circumstances of each recovery. The relevant information refers to not just the proper identification of the firearm, but also includes specific details regarding the firearms' possessor, associates, location of recovery, and associated crime.

*Below is a sample of a typical map that can be generated as a result of your comprehensive firearm tracing effort:



What functionality is available via eTrace and what benefits will it provide to your agency?

eTrace is an Internet based firearm trace submission system and trace analysis module available to the entire law enforcement community. The focus of the e-Trace application is to enhance current trace protocols to efficiently function in a web-based environment and provide for the secure exchange of firearm trace related information between the user community and the ATF, National Tracing Center. The eTrace application allows participating law enforcement agencies to both submit firearm traces to the National Tracing Center and to electronically receive firearm trace results in a real-time environment.

eTrace also affords law enforcement agencies direct access to a historical database of firearm trace related data comprised of all requests initiated by a particular agency. More importantly, eTrace provides the ability to perform analysis of your agencies trace related data through a broad search utility. A search for traces can be initiated on virtually any data field captured or combination thereof, to include: individual names, recovery location address, type of crime, date of recovery, etc. eTrace also provides users with the ability to generate analytical reports regarding the number of traces submitted over time, the top firearms traced, time-to-crime rates, age of possessors and more. To access and utilize the e-Trace application, the only infrastructure an agency needs is a personal computer and access to the World Wide Web, thus empowering even the smallest of agencies to comprehensively trace their firearms and perform on-line data analysis.

Benefits of utilizing eTrace to facilitate the firearms tracing process include the following:

1. The ability to identify investigative lead information relative to your trace request,
2. A significant decrease in the turnaround time required to process a trace request,
3. An increase in the overall number of crime guns traced by providing a user friendly interface for entering trace data,
4. Improved data quality of trace related information by providing real time data validation,
5. The ability to monitor the status of traces,
6. The ability to view/print/download completed trace results (All print functions are formatted for standard 8 ½ x 11" paper),
7. The ability of the users to perform on-line analytical research relative to your jurisdiction.

What functions are available through the eTrace application?

High-level functionality available through the eTrace application includes the following capabilities:

- Enter, validate and submit comprehensive firearm trace request data
- View a summary listing of recently submitted traces
- View the status of a trace (In Progress, Completed, Delayed)
- View, Print, and Download detailed trace request and trace result information
- Perform a "Quick-Search" or a detailed multi-layer search for traces
- Submit Urgent Trace Requests for processing
- Update a trace (user may only update a trace for which they were the original submitter)
- Re-Open a trace based upon the provision of previously missing or invalid data
- Online Help & Frequently Asked Questions bulletin board
- Access to the Firearms Identification Guide (FIG)
- Generate analytical reports (i.e.- number of traces, top firearms traced, time-to-crime rates, age of possessors, etc...)

Additional information relative to each of the above listed functions is detailed in the eTrace Users Manual and within the online help utility found on the eTrace website.

How can a Law Enforcement agency gain access to eTrace?

The eTrace application was developed and is administered by the ATF National Tracing Center Division. However, access to eTrace is being coordinated through the various ATF Field Divisions located throughout the United States. Receipt of this information packet is the first step towards obtaining system access. To gain access to eTrace, the chief of police (or equivalent) must complete and return the attached Memorandum of Understanding (MOU). This MOU will establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The appointed individual(s) will be responsible for providing and maintaining a list of personnel within your department that require access to eTrace.

The MOU will provide a section in which the designated POC must identify all personnel within your organization that you would like to be granted an eTrace account. This list must include the employees' name, title, unit and phone number. The designated POC will also be responsible for contacting the National Tracing Center in the event that an individual's access needs to be suspended or cancelled for any number of reasons, to include: employee transfer, retirement, or release from employment. Please keep in mind that once an account has been issued, failure to access the application for a period of 90 days or more will result in the account being locked out. Therefore, your agency should be somewhat judicious in choosing the individuals whom you would like to grant access to eTrace.

After the attached MOU has been completed and signed by both the local ATF Field Division representative and the chief or your law enforcement agency the original copy should be mailed to the ATF National Tracing Center at the following address:

Bureau of Alcohol, Tobacco, Firearms & Explosives
National Tracing Center Division
Law Enforcement Support Branch
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Upon receipt, a representative from the National Tracing Center will initiate a phone call to the designated point of contact within your organization and provide detailed instructions on the process of requesting and receiving an eTrace user account (user id. and password). Once the user account is created, each user will be individually contacted and provided with their user account information. At that point, the users will be able to access the eTrace application through an Internet connection and immediately begin to take advantage of this real-time firearm trace submission and trace data analysis system.

(A sample of the eTrace "My Trace Requests" screen is included on the next page)

ATF Online
Bureau of Alcohol, Tobacco, Firearms and Explosives
U.S. Department of Justice

eTrace

- Home: My Trace Requests
- Create a Trace Request
- Search for Trace Requests
- Generate Statistical Reports
- My Profile & Preferences
- Contact Us
- Log Off

Welcome, JANE SMITH, to the ATF Electronic Tracing System. With this tool, you can view status of traces you've submitted previously via eTrace or you can create and submit new traces.

- eTrace Tour
- User Guide (pdf)
- Firearms Identification Guide (pdf)
- Frequently Asked Questions
- Batch Upload
- Change Password

My Trace Requests

Create a Trace Request

Trace Requests submitted by TRCATF via eTrace within the last 30 days:
(Use "Search for Trace Requests" for over 30 days or requests by other users in your agency)

Trace ID	Mfg	Type	Clbr	Serial #	Poss/Assoc	Case #	Status
T20040011947	RPA	P	45	TEST1122			In Progress
T20040011929	SR	P	22	R56Y			In Progress
T20040011928	FMJ	P	9	12-345ABCD			In Progress
T20040011927	SR	P	22	12-34500			In Progress
T20040011909	ZZZ	P	12	2345WERT			Delayed
T20040011908		P	38	ASE3245			Delayed
T20040011907	SAV	S	12	4165105			Completed[5]
T20040011887	IMP	S	12	SDS123456	JERRY, JOHN		Delayed
T20040011869	ACC	P	32	SDF345	DOE, ALBERT		In Progress
T20040011868	ACC	P	25	SDRW345	SMITH, JOHN	CAAEW	In Progress
T20040011867	ACC	P	25	SD453432	SMITH, JOHN	CAAEW	In Progress
T20040011859	ACC	P	25	54321			Completed[5]
T20040011858	ACC	P	25	54321			Delayed
T20040011857	ACC	P	25	346REYFT			In Progress
T20040011856	ACC	P	25	456GY7			In Progress
T20040011855	ACC	P	25	12345			Delayed
T20040011854	ACC	P	25	DGE6YU	SMITH, CHARLIE		In Progress
T20040011853	ACC	P	25	12345			Completed[5]
T20040011852	ACC	P	25	12345			Completed[5]
T20040011851	ACC	P	25	HGK75678			In Progress

1 to 20 of 500 (Total Matching Records: 500) | Next

Quick Search by: Trace ID | Find

(Quick Search only returns trace requests submitted by TRCATF. Use "Search for Trace Requests" to find traces submitted by other users.)

Status Descriptor:

[5] Trace was completed successfully.

[4] Trace was completed unsuccessfully but may be reopened if corrected or additional information is supplied

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Local intranet

MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
EL PASO INTELLIGENCE CENTER

AND

STATE OF WASHINGTON
WASHINGTON STATE PATROL

1. Purpose.

This Memorandum of Understanding (MOU) defines the roles and responsibilities of the Washington State Patrol (WSP) and the El Paso Intelligence Center (EPIC) for the purposes of voluntary exchange of investigative, law enforcement information and drug intelligence directly between both parties. The exchange of information contemplated under the terms of this MOU is limited to releasable, closed case information and open case contact information, but does not include classified information. This MOU supersedes any previous agreement made between the WSP and EPIC.

2. Scope.
This MOU covers the elements of voluntary exchange of information directly between the WSP and EPIC.

3. Authority.
This MOU is entered into under the provisions of Executive Order 11727, "Reorganization Plan No. 2 of 1973," July 6, 1973, and 28 Code of Federal Regulations, Part 0, Subpart R, "Drug Enforcement Administration."

4. Definitions.
Definitions are provided in Appendix A.

5. Background.

A. EPIC

EPIC was formed in 1974 as a joint endeavor between the U.S. Drug Enforcement Administration (DEA) and the Immigration and Naturalization Service, with the U.S. Customs Service soon joining in the effort. Eleven agencies are identified as principal members of EPIC, and EPIC maintains strong relationships for information sharing and coordination with a number of other Federal, state and local law enforcement and other agencies, including all 50 states, the District of Columbia, Puerto Rico, Guam, and the

U.S. Virgin Islands. These long-standing relationships are the cornerstone of EPIC's success and continued viability as an information sharing and coordination center.

As the nation's singular, multi-agency tactical intelligence center for law enforcement, EPIC and its core service, the EPIC Watch, support federal, state, local, and foreign law enforcement officers concerning illegal drugs and drug-related trafficking, as well as the smuggling of illegal aliens and weapons.

Through access to multiple data systems, the EPIC Watch can provide immediate responses to requests from member/participating agencies for information on persons, modes of transportation, organizations or addresses/locations suspected of being engaged in or associated with criminal activity. EPIC augments this critical Watch function by providing analyses of drug movement events, trends and patterns; research and analysis on criminal organizations; and classified and unclassified communications intercept exploitation and support.

6. Responsibilities.

A. EPIC:

(1) EPIC shall review inquiries to insure that they are appropriate for EPIC to provide a response. EPIC shall insure that all inquiry responses are subject to current DEA and EPIC information release policies and that the appropriate case agents are notified when one of their targets is the subject of an inquiry.

(2) EPIC will respond as follows:

(a) In the event of a negative "hit," EPIC shall notify the WSP of negative query results.

(b) In the event of a positive "hit" on closed cases, EPIC shall notify the WSP with positive query results for closed cases.

(c) In the event of a positive "hit" on open/pending cases, posted lookouts or Treasury Enforcement Communications System (TECS) restricted records, EPIC will pass only contact information to the requestor. For full disclosure of open case information, posted lookouts, or TECS restricted records, the WSP shall use the contact information provided by EPIC to obtain more information.

(3) EPIC reserves the right to discontinue the providing of information to WSP if either United States federal law or the security or dissemination requirements relevant to EPIC release policies are violated. EPIC may resume furnishing information to WSP upon receipt of satisfactory assurances that such violations have been corrected.

(4) EPIC shall use information provided by WSP as search criteria to respond to WSP requests. Therefore, the information provided by WSP becomes of record with EPIC and is computerized and retrievable. EPIC shall furnish this information upon request to authorized agencies in accordance with EPIC information release policies except where statutes, regulations, or Department of Justice policy specifically prohibits sharing.

B. WSP:

(1) Inquiries to EPIC shall include categories of crimes such as the illicit manufacture, distribution, sale or possession of, or trafficking in controlled substances; the alteration of identification documents and licenses; terrorism; the smuggling of drugs, weapons, aliens, or other contraband into the United States.

(2) Inquiries to EPIC by authorized WSP personnel shall be made using secure or unsecured telephone, teletype, facsimile, electronic file, or, in the future, electronically through a secure Internet connection.

(3) Authorized officers assigned to the WSP offices listed in Appendix B shall coordinate the flow of information with other WSP offices also listed in Appendix B.

(4) Authorized officers assigned to the EPIC Watch Operations may be granted access to WSP information that concerns targets or matters which are of interest to EPIC member agencies. Requests for access to this information will be made directly to WSP offices as detailed in Appendix B. WSP will respond to EPIC inquiries in a manner consistent with WSP information release policies and provisions of the state of WSP privacy laws. WSP shall obtain approval from the originating agency prior to further disclosure to third parties (e.g., in response to a defense subpoena in state court).

(5) The WSP reserves the right to discontinue the providing of information to EPIC if WSP laws or policies, regulations or directives relevant to the WSP release policies are violated. The WSP may resume furnishing information to EPIC upon receipt of satisfactory assurances that such violations have been corrected.

7. Points of Contact.

Points of contact for both agencies are provided in Appendix C.

8. Expenditures.

Any costs associated with the tasks, responsibilities or roles documented in the MOU will be borne solely by the responsible party.

9. Implementation.

This document will be effective on the date of the last signature obtained and will remain in effect indefinitely.

10. Duration.

This document will be effective on the date of the last signature obtained and will remain in effect indefinitely.

11. Modification.

Signatories to this MOU or their successors may request the amendment of all or part of this MOU at any time. All parties holding the office of the signatories at the time of the amendment must approve changes to this MOU.

12. Review.

Unless otherwise mutually agreed upon by the parties to this agreement, this MOU will be reviewed at the three-year mark of the effective date or every three years thereafter.

13. Termination.

Either party may initiate termination of this MOU with 30 days written notice to the other party.

1-25-07

Arthur A. Doty Date
Director
El Paso Intelligence Center

Paul S. Beckley 1-15-07

John R. Batiste Date
Chief
Washington State Patrol

APPENDIX A: Definitions

The following definitions apply to this MOU:

Closed case means the case in which there is no on-going law enforcement investigation.

Investigative Information means information obtained from a variety of sources public, governmental, confidential, etc. This information is not classified and may be utilized to further an investigation or could be derived from an investigation.

Lookout means a supplemental report that alerts the viewer to aircraft, people, or vessels that have been placed on 'lookout' for suspected or anticipated illegal activities.

Negative "hit" means no matches were found based on the information provided by the requestor to run the query.

Positive "hit" means a direct match on the person's name and a numeric identifier, such as Date of Birth (DOB), that were provided by the requestor to run the query.
Note: It is the requestor's responsibility to verify that the individual identified in the search criteria is the same individual in the database record being provided to them by EPIC.

Open case means a case in which there is an on-going law enforcement investigation.

System means a group of databases that interact and form a whole structure.

TECS restricted records means those U.S. Customs Treasury Enforcement Communications System records flagged by U.S. Customs and Border Protection Agency for restricted access and dissemination.

APPENDIX B: Offices

a. Washington State Patrol

Telephone: 360-704-2400
253-536-6210
NLETS: Not Available
E-Mail: _____

Address: Washington State Patrol
Investigative Assistance Division
210 11th Ave SW, 4th Flr, Ste 402
Olympia WA 98504-2347

b. EPIC Watch Operations Inquiry Information:

All Watches: 1-800-351-6047 or 1-888-USE EPIC or (915) 760-2200

EPIC Operator: 915-760-2000

EPIC Address: El Paso Intelligence Center
11339 SSG Sims Street
El Paso, TX USA 79908-8098

APPENDIX C: Points of Contact

a. Washington State Patrol POC: Lieutenant Rich Wiley, 210 11th Ave SW, 4th Floor, Suite 402, Olympia, Washington 98504-2347, 360-704-2400, 509-353-2964, E-mail: Rich.Wiley@wsp.wa.gov.

b. EPIC POC: Joel A. Bay, Special Assistant to the Director, 11339 SSG Sims Street, El Paso, Texas 79908-8098, 915-760-2000, E-mail: Joel.A.Bay@usdoj.gov.

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MEMORANDUM OF UNDERSTANDING

BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS)
UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
FEDERAL PROTECTIVE SERVICE (FPS)

I. PARTIES

THIS MEMORANUM OF UNDERSTANDING (MOU) is made and entered into by and between the Washington State Patrol, ATTN: Criminal Records Division, PO Box 2619, Olympia, WA 98504-2619, hereinafter referred to as "WSP;" and the Federal Protective Service, ATTN: Ms. Diane Shivitz, 32125 32nd Ave S Federal Way WA, 98001, hereinafter referred to as the "FPS."

II. DEFINITIONS

FPS Denver Mega Center – The FPS Mega Center located in Denver, Colorado provides police/dispatch services for the Washington FPS detachments.

Management Control – National Crime Information Center (NCIC) policies require all computers, electronic switches, and manual terminals interconnected with NCIC for the intrastate or interstate exchange of criminal history information must be under the management control of criminal justice agencies. For the purposes of this MOU, "Management Control" is defined as the authority to set and enforce priorities; standards for the selection, supervision, and termination of personnel; and policy governing the operation of computers, circuits, and telecommunications terminals used to process criminal history record information in so far as the equipment is used to process, store, or transmit criminal history record information. Management Control includes, but is not limited to, the supervision of the equipment, systems design, programming, and operating procedures necessary for the development and implementation of the computerized criminal history program.

WSP is the FBI Criminal Justice Information Service (CJIS) Support Agency for Washington State.

II. AUTHORITIES

This MOU is entered into pursuant to the provisions of the Homeland Security Act of 2002, Pub. L. 107-296 (6 U.S.C. §551).

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III. PURPOSE

The purpose of this MOU is to place the FPS Denver Mega Center under Management Control as required by the FBI's CJIS regulations.

FPS maintains a signed User Agreement with the WSP to receive CJIS and state law enforcement database services.

IV. ROLES and RESPONSIBILITIES

1. Security
   The FPS Denver Mega Center agrees to comply with a Central Computerized Enforcement Service System (ACCESS), NCIC, and CJIS standards published by WSP as they relate to the FPS regional system, whether platform or application. Additionally, the FPS Denver Mega Center agrees to abide by all current and hereafter approved rules of the WSP ACCESS Section, National Law Enforcement Telecommunications Systems (NLETSJ), and FBI CJIS including, but not limited to, all requirements cited in the CJIS Security Policy. The compliance with those requirements shall be determined and verified every three years by the WSP Information Security Officer.

   Background Checks inquires into NCIC, Interstate Identification Index (III), Washington Crime Information Center, Washington State Identification System, and Department of Licensing databases, they must comply with FBI standards and the WSP triennial audit. WSP ACCESS agrees to the following procedures to comply with FBI standards:

   - FPS must conduct fingerprint-based background checks on all communications personnel. Since FPS personnel reside in the state of Colorado, a Colorado background check is acceptable.

   - Per WSP ACCESS policy, FPS will conduct background re-investigations of communications staff every five years (III check). FPS must log the completed investigation.

2. Point of Contact
   The Technical Agency Coordinator for FPS Denver Mega Center shall remain the main point of contact for WSP ACCESS, and will be responsible for:

   - Day to day contact with WSP;
   - Security audits (usually performed once every three years);
   - Maintaining current personnel list with verification of completed background re-investigation (SID and/or date of re-investigation);
   - Maintaining current personnel list verifying all have viewed security training and signed a control sheet;
   - Completed criminal history logs and any secondary dissemination logs.

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4. Training
FPS Denver Mega Center requires all communications personnel using the WEB Message Switch System application to attend or complete on-line Security Awareness and NCIC certification training every two years. FPS agrees to provide WSP ACCESS a copy of all training materials and curriculum. FPS may use the curriculum established for Colorado certification. All communications personnel must affirm their training by completing a test and reaffirm every two years.

V. COMPENSATION

FPS agrees to pay the allotted transaction-based billing for terminal use.

VI. LIABILITY

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this Agreement.

VII. OTHER PROVISIONS

Nothing in this MOU is intended to conflict with current law or regulation or the directives of DHS or WSP. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

VIII. MODIFICATION

This MOU may be modified upon the mutual written consent of the duly authorized representatives of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. EFFECTIVE DATE

This MOU is effective upon signature of the parties and will remain in effect unless and until terminated as provided under Article X.

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X. TERMINATION

Except as otherwise provided in the MOU, either party may terminate this MOU upon 30 days written notification to the other party. If this MOU is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this MOU for performance prior to the effective date of termination.

ACCEPTED AND AGREED BY:

For State of Washington
Washington State Patrol

Paul S. Beckley
John R. Batiste, Chief

7-9-07
Date

APPROVED AS TO FORM
ASSISTANT ATTORNEY GENERAL

For Federal Protective Service

D H Bowman
Don H. Bowman, Regional Director

5-14-07
Date

POINTS OF CONTACT

Washington State Patrol:
Name: Heather A. Anderson
Title: Information Security Officer, ACCESS Section
Address: PO Box 2619
Address: Olympia, WA 98504-2619
Address:
Office Phone: 360-570-5209
Cell Phone: 360-239-4368
Fax: 360-570-5274
Email:

FPS:
Name: Diane Shivitz
Title: Management Program Analyst

Address: 32125 32nd Ave South
Address: Federal Way, WA 98001
Address:
Office Phone: 253-815-4727
Cell Phone: 206-255-8497
Fax: 253-815-4739
Email: diane.shivitz@dhs.gov

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Spokane Violent Crime Gang Enforcement Team (GET)

Memorandum of Understanding

SPOKANE VIOLENT CRIME GANG ENFORCEMENT TEAM MEMORANDUM OF UNDERSTANDING (MOU)

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI), Spokane Police Department (SPD), Spokane County Sheriff's Office and (SCSO) and the Washington State Patrol (WSP).

AUTHORITIES

Authority for the FBI to enter into this agreement can be found at 28 U.S.C. § 533; 42 U.S.C. § 3771; and 28 C.F.R. § 0.85.

PURPOSE

The purpose of this MOU is to delineate the responsibilities of the Spokane Violent Crime Gang Enforcement Team (SVCGET) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

This mission of the SVCGET is to jointly identify, disrupt and dismantle existing and emerging violent gang and criminal enterprises operating in the Spokane Metropolitan area. The SVCGET will maintain, equip, train and operate an efficient investigative component capable of immediate response to the most serious criminal acts which impact federal jurisdiction, responsibilities and competencies including but not limited to murder, armed robberies, weapons violations, kidnapping, RICO, drug trafficking violations and human trafficking.

SUPERVISION AND CONTROL

Supervision

The Special Agent-in-Charge (SAC) of the Seattle Division of the FBI shall designate one Supervisory Special Agent (SSA) to have direct and daily responsibility and control for supervising matters pertaining to the SVCGET.

Participating agency supervisors are responsible for their SVCGET members' conduct not taken at the direction of the SSA.

Each SVCGET member continues to be subject to the regulations, laws, policies, personnel rules and reporting requirements of their respective agencies.

Case Assignments

The FBI SSA with designated supervisory responsibility will monitor the opening, direction, and closure of SVCGET investigations in accordance with existing policy and the applicable United States Attorney General's Guidelines.

SVCGET members will be responsible for each case assigned to them individually. SVCGET members will be responsible for ensuring the completeness of their investigations.

For administrative purposes, SVCGET investigations conducted by the FBI will be entered into the relevant FBI computer system.

Resource Control

Specific control of SVCGET resources, including personnel, and the continual dedication of SVCGET resources shall be retained by the participating agency heads, who will be kept fully apprised of all investigative developments by their respective subordinates.

OPERATIONS

Investigative Exclusivity

It is agreed that matters designated to be handled by the SVCGET will not knowingly be subject to non-SVCGET law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SVCGET's existence and areas of concern.

It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to SVCGET investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

Informants

The disclosure of informants to non-SVCGET members will be limited to those situations where it is essential to the effective performance of the SVCGET. These disclosures will be consistent with applicable FBI guidelines and Attorney General Guidelines.

SVCGET members may not make any further disclosure of the identity of an informant, including to other members of the SVCGET. No documents are to be prepared or disseminated to non-SVCGET members, which identify or tend to identify an informant.

In those instances where a participating agency provides an informant, the FBI may, at the discretion of the SAC, become solely responsible for the informant's continued development, operation, and for compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

The United States Attorney General's guidelines and FBI policy and procedure for operating FBI informants and cooperating witnesses (CWs) shall apply to all FBI informants and CWs opened and operated in furtherance of SVCGET investigations. Documentation of, and any payments made to, FBI informants and CWs shall be in accordance with FBI policy and procedure.

Operation, documentation, and payment of solely state, county, or local informants and CWs opened and operated by SVCGET members in furtherance of SVCGET investigations shall be in accordance with appropriate respective state, county or local policies and procedures provided these policies and procedures do not conflict with the United States Attorney General's guidelines. Documentation of state, county, or local informants and CWs opened and operated in furtherance of SVCGET investigations shall be maintained at an agreed to location.

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All investigative reporting will be prepared in compliance with each participating agency's policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the SVCGET will be made available for inclusion in the respective investigative agency's files as appropriate.

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Records and reports generated in SVCGET cases will be maintained in the FBI investigative file for SVCGET.

SVCGET investigative records maintained at the Spokane Resident Agency of the FBI will be available to all SVCGET members, as well as their supervisory and command staff based on clearance levels and/or a demonstrated need to know.

All evidence and original tape recordings (audio and video) acquired during the course of an FBI SVCGET investigation will be maintained by the FBI. The FBI 's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SVCGET personnel.

PROSECUTIONS

SVCGET investigative procedure is to conform to the requirements for Federal Prosecution.

A determination will be made on a case-by-case basis whether the prosecution of SVCGET cases will be at the State or Federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SVCGET. The United States Attorney's Office, working in consultation with the local prosecutor's office counterpart, will make all prosecutorial decisions.

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Whether to continue and/or conduct additional investigation of the state or local crimes involved will be at the sole discretion of the respective state and local authorities.

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In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize the more restrictive state standards pertaining to evidence gathering and electronic surveillance activities to allow for prosecution by either the state or federal government.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of the each Agency and in conformance with prosecutorial requirements.

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All SVCGET undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on Undercover Operations.

DEPUTATIONS

Local and state law enforcement personnel designated to the SVCGET, subject to a background investigation, may be federally deputized with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of member's assignment to the SVCGET or until the termination of the SVCGET, whichever comes first. Deputization of non-federal task force members will ensure that they will be able to fully assist in the investigations in compliance with all applicable federal statutes.

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Federal agents assigned to the SVCGET may be cross-deputized as state officers.

Failure to adhere to FBI polices and procedures and/or administrative and personnel policies imposed by the participating agencies shall be grounds for revocation of the deputation and dismissal from the SVCGET.

VEHICLES

Participating agencies agree to provide sufficient vehicles to the SVCGET if available.

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When authorized, participating agency personnel using FBI vehicles agree to operate the vehicles in accordance with all applicable FBI rules and regulations as outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I Section 3.1.

FBI vehicles, including Government-owned, rented, and leased vehicles, are to be used for official business only.

The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SVCGET business.

The responsibility for all other liability attributed to the participating agencies resulting from the use of SVCGET vehicles by their employees, confidential informants, or by cooperating witnesses rests with the individual participating agency.

_ The participating agencies agree to be responsible for any damage incurred to SVCGET vehicles caused by any act or omission on the part of their respective employees and participating agencies agree to assume financial responsibility for property damage to said vehicles.

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_ The overtime ~~rate~~ of SVCGET members ~~will~~ MAY be ~~determined by the current~~ REIMBURSED IN ACCORDANCE WITH A SEPARATE Contract Reimbursement Agreement, ~~which is incorporated into this document by reference~~. The salaries of SVCGET members will be the responsibility of each participating agency. M.V.S.

PROPERTY AND EQUIPMENT

_ Other property of the participating agencies may be provided on a case by case basis when needed to conduct SVCGET investigations and operations.

_ Property damaged or destroyed which was utilized by the SVCGET in connection with authorized investigations and/or operations and is in the custody, control or used at the direction of the SVCGET, will be the financial responsibility of the agency supplying said property.

FUNDING

_ This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

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_ The FBI shall be responsible for the processing and sharing of assets seized for federal forfeiture in conjunction with SVCGET operations on an equitable basis and after consultation with SVCGET partners.

_ The processing of assets seized for federal forfeiture will be processed after consultation with all partners involved in the investigations.

_ Federal asset forfeitures will be conducted in accordance with Federal law, and the rules and regulations set for forth by the FBI and Department of Justice (DOJ).

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The parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

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All media releases and statements will be mutually agreed upon and jointly handled according to participating agency guidelines. However, if the matter concerns an expected federal prosecution, the United States Attorney's Office must approve all media releases.

The parties agree that information will only be disseminated to the media in accordance with the terms of this MOU.

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Personnel from participating agencies will be required to undergo a full background investigation for a "Secret" security clearance. If, for any reason, the candidate is not eligible for a security clearance, the participating agency will be so advised and requested to supply another candidate.

Sixty days prior to be assigned to this SVCGET, each candidate will be required to furnish the FBI with a completed "Questionnaire for Sensitive Positions" (SF-86) and two "Applicant Fingerprint Cards" (FD-258). Sometime thereafter, an FBI representative will conduct an interview of each candidate.

At the completion of the background investigation, each candidate selected will be granted a "Secret" security clearance by the FBI and will receive a comprehensive briefing on the security policy and procedures of the FBI field office, to include the handling and protection of national security information. During the briefing, each candidate will execute a non-disclosure agreement (SF-312) and FD-868, as may be necessary or required by the FBI.

Upon departure from the SVCGET, each candidate will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement previously agreed to by the SVCGET member.

LIABILITY

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective

employees. Legal representation by the United States is determined by DOJ on a case by case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal, state or local law enforcement officer.

Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States government, acting within the scope of his employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C.§ 1346(b), §§ 2671-2680.

> For the limited purpose of defending claims arising out of SVCGET activity, state or local law enforcement officers who have been specially deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an "employee" of the United States government as defined in 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
>
> Under the Federal Employees Liability Reform and Tort Compensation Act of 1988 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1) the Attorney General or his designee may certify that an individual defendant acted within the scope of his employment at the time of the incident-giving rise to the suit. Id., 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. § 2679(D)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity.
>
> If the Attorney general declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of this office or employment." 28 U.S.C. § 2679(D)(3).
>
> Liability for negligent or willful acts of SVCGET employees, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (197A) or pursuant to 42 U.S.C. § 1983 for state and local officers or cross-deputized federal officers.

> Both state and federal officers enjoy qualified immunity from suit for constitutional torts "insofar as their conduct does not violate clearly established statutory or constitutional rights of

which a reasonable person would have known. "Harlow v. Fitzgerald, 457 U.S. 800 (1982).

SVCGET officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R §§ 50.15, 50.16.

An employee may be provided representation "when the actions for which representation requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General or [his] designee determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).

A SVCGET officer's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the SVCGET. The CDC will then forward the representation request to the FBI's Office of the General Counsel (OGC) together with a Letterhead memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. § 50.15(a)(3).

If a SVCGET officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).

DURATION

The term of this MOU is for the duration of the SVCGET's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written consent of the participating agencies.

Any participating agency may withdraw from the SVCGET at any time by written notification to the SSA with designated supervisory responsibility of the SVCGET.

Upon termination of this MOU, all equipment provided to the SVCGET will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing

agency any unexpended equipment supplied by the withdrawing agency during any SVCGET participation.

OFFICE LOCATION

The SVCGET will be located within the Spokane County Sheriff's Office.

MODIFICATIONS

- This agreement may be modified at any time by written consent of all involved agencies.

- Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

- This agreement shall constitute the entire understanding between the parties.

Laura M. Laughlin
Special Agent-In-Charge
Seattle Division
Federal Bureau of Investigation

11/01/2007
Date

Ozzie Knezovich
Sheriff
Spokane County Sheriff's Office

11/07/07
Date

Anne Kirkpatrick
Chief
Spokane Police Department

11/06/07
Date

John R. Batiste
Chief
Washington State Patrol

11-30-07
Date

Maury V. Taylor
Contracting Officer
Federal Bureau of Investigation

10/23/07
Date

INTEROFFICE COMMUNICATION

WASHINGTON STATE PATROL

TO: Captain Tim Braniff, Investigative Assistance Division

FROM: Mr. Jeffrey Hugdahl, Budget and Fiscal Services

SUBJECT: WSP Contract No. C080628FED

DATE: December 3, 2007

Attached is a fully executed copy of the above-listed contract between the Washington State Patrol and the Federal Bureau of Investigation.

The Budget and Fiscal Services contract tracking number is the WSP Contract Number noted above; please use this number on all correspondence associated with this contract. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at Micro 11, ext. 208.

CLH
for JRH:clh
Attachment

MAILED
12/3/07

C080628FED

Spokane Violent Crime Gang Enforcement Team (GET)

Memorandum of Understanding

SPOKANE VIOLENT CRIME GANG ENFORCEMENT TEAM MEMORANDUM OF UNDERSTANDING (MOU)

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI), Spokane Police Department (SPD), Spokane County Sheriff's Office and (SCSO) and the Washington State Patrol (WSP).

AUTHORITIES

Authority for the FBI to enter into this agreement can be found at 28 U.S.C. § 533; 42 U.S.C. § 3771; and 28 C.F.R. § 0.85.

PURPOSE

The purpose of this MOU is to delineate the responsibilities of the Spokane Violent Crime Gang Enforcement Team (SVCGET) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

This mission of the SVCGET is to jointly identify, disrupt and dismantle existing and emerging violent gang and criminal enterprises operating in the Spokane Metropolitan area. The SVCGET will maintain, equip, train and operate an efficient investigative component capable of immediate response to the most serious criminal acts which impact federal jurisdiction, responsibilities and competencies including but not limited to murder, armed robberies, weapons violations, kidnapping, RICO, drug trafficking violations and human trafficking.

SUPERVISION AND CONTROL

Supervision

The Special Agent-in-Charge (SAC) of the Seattle Division of the FBI shall designate one Supervisory Special Agent (SSA) to have direct and daily responsibility and control for supervising matters pertaining to the SVCGET.

Participating agency supervisors are responsible for their SVCGET members' conduct not taken at the direction of the SSA.

Each SVCGET member continues to be subject to the regulations, laws, policies, personnel rules and reporting requirements of their respective agencies.

Case Assignments

The FBI SSA with designated supervisory responsibility will monitor the opening, direction, and closure of SVCGET investigations in accordance with existing policy and the applicable United States Attorney General's Guidelines.

SVCGET members will be responsible for each case assigned to them individually. SVCGET members will be responsible for ensuring the completeness of their investigations.

For administrative purposes, SVCGET investigations conducted by the FBI will be entered into the relevant FBI computer system.

Resource Control

Specific control of SVCGET resources, including personnel, and the continual dedication of SVCGET resources shall be retained by the participating agency heads, who will be kept fully apprised of all investigative developments by their respective subordinates.

OPERATIONS

Investigative Exclusivity

It is agreed that matters designated to be handled by the SVCGET will not knowingly be subject to non-SVCGET law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SVCGET's existence and areas of concern.

It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to SVCGET investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

Informants

The disclosure of informants to non-SVCGET members will be limited to those situations where it is essential to the effective performance of the SVCGET. These disclosures will be consistent with applicable FBI guidelines and Attorney General Guidelines.

SVCGET members may not make any further disclosure of the identity of an informant, including to other members of the SVCGET. No documents are to be prepared or disseminated to non-SVCGET members, which identify or tend to identify an informant.

In those instances where a participating agency provides an informant, the FBI may, at the discretion of the SAC, become solely responsible for the informant's continued development, operation, and for compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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Operation, documentation, and payment of solely state, county, or local informants and CWs opened and operated by SVCGET members in furtherance of SVCGET investigations shall be in accordance with appropriate respective state, county or local policies and procedures provided these policies and procedures do not conflict with the United States Attorney General's guidelines. Documentation of state, county, or local informants and CWs opened and operated in furtherance of SVCGET investigations shall be maintained at an agreed to location.

Reports and Records

All investigative reporting will be prepared in compliance with each participating agency's policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the SVCGET will be made available for inclusion in the respective investigative agency's files as appropriate.

SVCGET reports prepared in cases assigned to state, county and local participants will be maintained at the approved SVCGET location; original FBI documents will be maintained by the FBI.

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PROSECUTIONS

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A determination will be made on a case-by-case basis whether the prosecution of SVCGET cases will be at the State or Federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SVCGET. The United States Attorney's Office, working in consultation with the local prosecutor's office counterpart, will make all prosecutorial decisions.

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Laura M. Laughlin
Special Agent-In-Charge
Seattle Division
Federal Bureau of Investigation

11/01/2007
Date

Ozzie Knezovich
Sheriff
Spokane County Sheriff's Office

11/07/07
Date

Anne Kirkpatrick
Chief
Spokane Police Department

11/06/07
Date

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

John R. Batiste
Chief
Washington State Patrol

Date

Maury V. Taylor
Contracting Officer
Federal Bureau of Investigation

10/23/07
Date

SPOKANE VIOLENT
CRIME GANG
ENFORCEMENT TEAM

February 2nd, 2012

Board of Directors
Spokane Violent Crime Gang Enforcement Team

Dear Board of Directors,

The following law enforcement personnel are assigned to the Spokane Violent Crime Gang Enforcement Team:

Board of Directors:

Spokane County Sheriff Ozzie Knezovich or designee
Spokane Valley Police Department Chief Rick VanLeuven or designee
Spokane Police Department Interim Chief Scott Stephens or designee
Washington State Patrol Chief John Batiste or designee
FBI Senior Supervisory Resident Agent Frank Harrill or designee

Operations:

Task Force Commander – Lieutenant Gerry Fojtik – Spokane County Sheriff's Office
Task Force Commander – Lieutenant Dan Torok – Spokane Police Department
Task Force Supervisor – Sergeant Michael Kittilstved – Spokane County Sheriff's Office
Task Force Supervisor – Sergeant Dan Ervin – Spokane Police Department
Detective Brad Richmond – Spokane County Sheriff's Office
Detective Ron Miya – Spokane County Sheriff's Office
Detective Ty Snider – Spokane Police Department
Detective Devin Presta – Spokane Police Department
Detective Bryant Blake – Washington State Patrol
Officer Mike Roberge – Spokane Police Department
Officer Matt Rose – Spokane Police Department
Special Agent Mike Northcutt – Buruea of Alcohol, Tobacco, Firearms and Explosives
Special Agent Eric Torres – US Border Patrol
Special Agent Algis Motiejunas – FBI
Special Agent Jason Bennedetti

SPOKANE VIOLENT
CRIME GANG
ENFORCEMENT TEAM

Operation – Special Circumstances:

Captain Jim Goodwin
Lieutenant Gerry Fojtik
Major Craig Meidl
Captain Dave Richards
Lieutenant Dan Torok

For the sole purpose of authorizing Washington State wire intercepts, under RCW 9.73.230, Spokane County Sheriff Captain Jim Goodwin, Lieutenant Gerry Fojtik, Spokane Police Department Major Craig Meidl, Captain Dave Richards and Lieutenant Dan Torok are members of the Operations – Special Circumstance section.

Sincerely,

Date 2/2/2012
Ozzie Knezovich, Sheriff
Spokane County Sheriff's Office

Scott A Stephens Date 2/2/2012
Scott Stephens, Interim Chief
Spokane Police Department

Rick VanLeuven Date 2/3/2012
Rick VanLeuven, Chief
Spokane Valley Police Department

D.J. Karnitz, Dep. Chief Date 3-26-12
John Batiste, Chief
Washington State Patrol

C080628FED

Spokane Violent Crime Gang Enforcement Team (GET)

Memorandum of Understanding

SPOKANE VIOLENT CRIME GANG ENFORCEMENT TEAM MEMORANDUM OF UNDERSTANDING (MOU)

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI), Spokane Police Department (SPD), Spokane County Sheriff's Office and (SCSO) and the Washington State Patrol (WSP).

AUTHORITIES

Authority for the FBI to enter into this agreement can be found at 28 U.S.C. § 533; 42 U.S.C. § 3771; and 28 C.F.R. § 0.85.

PURPOSE

The purpose of this MOU is to delineate the responsibilities of the Spokane Violent Crime Gang Enforcement Team (SVCGET) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

This mission of the SVCGET is to jointly identify, disrupt and dismantle existing and emerging violent gang and criminal enterprises operating in the Spokane Metropolitan area. The SVCGET will maintain, equip, train and operate an efficient investigative component capable of immediate response to the most serious criminal acts which impact federal jurisdiction, responsibilities and competencies including but not limited to murder, armed robberies, weapons violations, kidnapping, RICO, drug trafficking violations and human trafficking.

SUPERVISION AND CONTROL

Supervision

- The Special Agent-in-Charge (SAC) of the Seattle Division of the FBI shall designate one Supervisory Special Agent (SSA) to have direct and daily responsibility and control for supervising matters pertaining to the SVCGET.

- Participating agency supervisors are responsible for their SVCGET members' conduct not taken at the direction of the SSA.

- Each SVCGET member continues to be subject to the regulations, laws, policies, personnel rules and reporting requirements of their respective agencies.

Case Assignments

- The FBI SSA with designated supervisory responsibility will monitor the opening, direction, and closure of SVCGET investigations in accordance with existing policy and the applicable United States Attorney General's Guidelines.

- SVCGET members will be responsible for each case assigned to them individually. SVCGET members will be responsible for ensuring the completeness of their investigations.

- For administrative purposes, SVCGET investigations conducted by the FBI will be entered into the relevant FBI computer system.

Resource Control

- Specific control of SVCGET resources, including personnel, and the continual dedication of SVCGET resources shall be retained by the participating agency heads, who will be kept fully apprised of all investigative developments by their respective subordinates.

OPERATIONS

Investigative Exclusivity

- It is agreed that matters designated to be handled by the SVCGET will not knowingly be subject to non-SVCGET law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SVCGET's existence and areas of concern.

- It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to SVCGET investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

Informants

- The disclosure of informants to non-SVCGET members will be limited to those situations where it is essential to the effective performance of the SVCGET. These disclosures will be consistent with applicable FBI guidelines and Attorney General Guidelines.

- SVCGET members may not make any further disclosure of the identity of an informant, including to other members of the SVCGET. No documents are to be prepared or disseminated to non-SVCGET members, which identify or tend to identify an informant.

- In those instances where a participating agency provides an informant, the FBI may, at the discretion of the SAC, become solely responsible for the informant's continued development, operation, and for compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

- The United States Attorney General's guidelines and FBI policy and procedure for operating FBI informants and cooperating witnesses (CWs) shall apply to all FBI informants and CWs opened and operated in furtherance of SVCGET investigations. Documentation of, and any payments made to, FBI informants and CWs shall be in accordance with FBI policy and procedure.

- Operation, documentation, and payment of solely state, county, or local informants and CWs opened and operated by SVCGET members in furtherance of SVCGET investigations shall be in accordance with appropriate respective state, county or local policies and procedures provided these policies and procedures do not conflict with the United States Attorney General's guidelines. Documentation of state, county, or local informants and CWs opened and operated in furtherance of SVCGET investigations shall be maintained at an agreed to location.

Reports and Records

- All investigative reporting will be prepared in compliance with each participating agency's policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the SVCGET will be made available for inclusion in the respective investigative agency's files as appropriate.

- SVCGET reports prepared in cases assigned to state, county and local participants will be maintained at the approved SVCGET location; original FBI documents will be maintained by the FBI.

- Records and reports generated in SVCGET cases will be maintained in the FBI investigative file for SVCGET.

- SVCGET investigative records maintained at the Spokane Resident Agency of the FBI will be available to all SVCGET members, as well as their supervisory and command staff based on clearance levels and/or a demonstrated need to know.

- All evidence and original tape recordings (audio and video) acquired during the course of an FBI SVCGET investigation will be maintained by the FBI. The FBI 's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SVCGET personnel.

PROSECUTIONS

- SVCGET investigative procedure is to conform to the requirements for Federal Prosecution.

- A determination will be made on a case-by-case basis whether the prosecution of SVCGET cases will be at the State or Federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SVCGET. The United States Attorney's Office, working in consultation with the local prosecutor's office counterpart, will make all prosecutorial decisions.

- In the event that a state or local matter is developed that is outside the jurisdiction of the SVCGET, the SVCGET participants agree to provide all relevant information to applicable authorities, subject to agreed disclosure policies.

- Whether to continue and/or conduct additional investigation of the state or local crimes involved will be at the sole discretion of the respective state and local authorities.

Investigative Methods/Evidence

- For cases assigned to an FBI Special Agent or in which FBI informants or cooperating witnesses are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance.

- In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize the more restrictive state standards pertaining to evidence gathering and electronic surveillance activities to allow for prosecution by either the state or federal government.

- The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of the each Agency and in conformance with prosecutorial requirements.

Undercover Operations

- All SVCGET undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on Undercover Operations.

DEPUTATIONS

- Local and state law enforcement personnel designated to the SVCGET, subject to a background investigation, may be federally deputized with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of member's assignment to the SVCGET or until the termination of the SVCGET, whichever comes first. Deputization of non-federal task force members will ensure that they will be able to fully assist in the investigations in compliance with all applicable federal statutes.

- Members receiving a deputation shall adhere to FBI policies and procedures. However, administrative and personnel policies imposed by participating agencies will not be voided by deputation of their respective personnel.

- Federal agents assigned to the SVCGET may be cross-deputized as state officers.

- Failure to adhere to FBI polices and procedures and/or administrative and personnel policies imposed by the participating agencies shall be grounds for revocation of the deputation and dismissal from the SVCGET.

VEHICLES

- Participating agencies agree to provide sufficient vehicles to the SVCGET if available.

- On a case by case basis, the FBI may authorize members of the SVCGET to use vehicles owned or leased by the FBI when necessary in connection with SVCGET surveillance, case management and investigations, and if available.

- When authorized, participating agency personnel using FBI vehicles agree to operate the vehicles in accordance with all applicable FBI rules and regulations as outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I Section 3.1.

- FBI vehicles, including Government-owned, rented, and leased vehicles, are to be used for official business only.

- The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SVCGET business.

- The responsibility for all other liability attributed to the participating agencies resulting from the use of SVCGET vehicles by their employees, confidential informants, or by cooperating witnesses rests with the individual participating agency.

- The participating agencies agree to be responsible for any damage incurred to SVCGET vehicles caused by any act or omission on the part of their respective employees and participating agencies agree to assume financial responsibility for property damage to said vehicles.

SALARY/OVERTIME COMPENSATION

- The overtime ~~rate~~ of SVCGET members ~~will~~ MAY REIMBURSED IN ACCORDANCE WITH A SEPARATE be ~~determined by the current~~ Contract Reimbursement Agreement, ~~which is incorporated into this document by reference~~. The salaries of SVCGET members will be the responsibility of each participating agency. N.S.

PROPERTY AND EQUIPMENT

- Other property of the participating agencies may be provided on a case by case basis when needed to conduct SVCGET investigations and operations.

- Property damaged or destroyed which was utilized by the SVCGET in connection with authorized investigations and/or operations and is in the custody, control or used at the direction of the SVCGET, will be the financial responsibility of the agency supplying said property.

FUNDING

- This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

- The FBI shall be responsible for the processing and sharing of assets seized for federal forfeiture in conjunction with SVCGET operations on an equitable basis and after consultation with SVCGET partners.

- The processing of assets seized for federal forfeiture will be processed after consultation with all partners involved in the investigations.

- Federal asset forfeitures will be conducted in accordance with Federal law, and the rules and regulations set for forth by the FBI and Department of Justice (DOJ).

DISPUTE RESOLUTION

- In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SVCGET objectives.

- The parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

- All media releases and statements will be mutually agreed upon and jointly handled according to participating agency guidelines. However, if the matter concerns an expected federal prosecution, the United States Attorney's Office must approve all media releases.

- The parties agree that information will only be disseminated to the media in accordance with the terms of this MOU.

SECURITY CLEARANCES

- Personnel from participating agencies will be required to undergo a full background investigation for a "Secret" security clearance. If, for any reason, the candidate is not eligible for a security clearance, the participating agency will be so advised and requested to supply another candidate.

- Sixty days prior to be assigned to this SVCGET, each candidate will be required to furnish the FBI with a completed "Questionnaire for Sensitive Positions" (SF-86) and two "Applicant Fingerprint Cards" (FD-258). Sometime thereafter, an FBI representative will conduct an interview of each candidate.

- At the completion of the background investigation, each candidate selected will be granted a "Secret" security clearance by the FBI and will receive a comprehensive briefing on the security policy and procedures of the FBI field office, to include the handling and protection of national security information. During the briefing, each candidate will execute a non-disclosure agreement (SF-312) and FD-868, as may be necessary or required by the FBI.

- Upon departure from the SVCGET, each candidate will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement previously agreed to by the SVCGET member.

LIABILITY

- Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective

employees. Legal representation by the United States is determined by DOJ on a case by case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal, state or local law enforcement officer.

Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States government, acting within the scope of his employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C.§ 1346(b), §§ 2671-2680.

- For the limited purpose of defending claims arising out of SVCGET activity, state or local law enforcement officers who have been specially deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an "employee" of the United States government as defined in 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).

- Under the Federal Employees Liability Reform and Tort Compensation Act of 1988 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1) the Attorney General or his designee may certify that an individual defendant acted within the scope of his employment at the time of the incident-giving rise to the suit. Id., 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. § 2679(D)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity.

- If the Attorney general declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of this office or employment." 28 U.S.C. § 2679(D)(3).

- Liability for negligent or willful acts of SVCGET employees, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (197A) or pursuant to 42 U.S.C. § 1983 for state and local officers or cross-deputized federal officers.

- Both state and federal officers enjoy qualified immunity from suit for constitutional torts "insofar as their conduct does not violate clearly established statutory or constitutional rights of

which a reasonable person would have known. "Harlow v. Fitzgerald, 457 U.S. 800 (1982).

- SVCGET officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R §§ 50.15, 50.16.

- An employee may be provided representation "when the actions for which representation requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General or [his] designee determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).

- A SVCGET officer's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the SVCGET. The CDC will then forward the representation request to the FBI's Office of the General Counsel (OGC) together with a Letterhead memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. § 50.15(a)(3).

- If a SVCGET officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).

DURATION

- The term of this MOU is for the duration of the SVCGET's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written consent of the participating agencies.

- Any participating agency may withdraw from the SVCGET at any time by written notification to the SSA with designated supervisory responsibility of the SVCGET.

- Upon termination of this MOU, all equipment provided to the SVCGET will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing

agency any unexpended equipment supplied by the withdrawing agency during any SVCGET participation.

OFFICE LOCATION

The SVCGET will be located within the Spokane County Sheriff's Office.

MODIFICATIONS

- This agreement may be modified at any time by written consent of all involved agencies.

- Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

- This agreement shall constitute the entire understanding between the parties.

Laura M. Laughlin
Special Agent-In-Charge
Seattle Division
Federal Bureau of Investigation

11/01/2007
Date

Ozzie Knezovich
Sheriff
Spokane County Sheriff's Office

11/07/07
Date

Anne Kirkpatrick
Chief
Spokane Police Department

11/06/07
Date

John R. Batiste
Chief
Washington State Patrol

11-30-07
Date

Maury V. Taylor
Contracting Officer
Federal Bureau of Investigation

10/23/07
Date

C-13-1226FED

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
WASHINGTON STATE PATROL

TASK FORCE FILE # 281D-SE-88930

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized ~~Puget Sound Joint Terrorism~~ Safe Streets Task Force as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the WASHINGTON STATE PATROL located at Olympia, Washington
Taxpayer Identification Number Code 45 , Phone Number: _____, that:

1. Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to officers assigned full-time to the task force.

2. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3. Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/ Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5. The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7. Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8. Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2007 must be received by the FBI by December 31, 2007. The FBI is not obligated to reimburse any requests received after that time.

10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

Paul S. Beckler 8-20-08
Washington State Patrol Chief Date

APPROVED AS TO FORM
ASSISTANT ATTORNEY GENERAL

FOR THE FBI:

Special Agent in Charge 9/16/08
Date

11/13/2008
Contracting Officer Date
FBI Headquarters

Mark T. Ukleja
Contracting Officer
Federal Bureau of Investigation

CHRISTINE O. GREGOIRE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

August 20, 2008

Mr. Gregory Jennings
Federal Bureau of Investigation
1110 Third Ave
Seattle WA 98101

Dear Mr. Jennings:

Subject: WSP Contract No. C090226FED

Enclosed are two signed originals of the referenced agreement between the Washington State Patrol and your agency. Once an approved representative of your agency has signed these originals, please return one fully-executed original to the following:

Ms. Cindy Haider
Budget and Fiscal Services
Washington State Patrol
PO Box 42602
Olympia WA 98504-2602

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Ms. Cindy Haider, Budget and Fiscal Services, at (360) 596-4071.

Sincerely,

CHIEF JOHN R. BATISTE

Cindy L Haider

for Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

JRH:clh
Enclosures

INTER[illegible]FICE COMMUNICAT[illegible]N

WASHINGTON STATE PATROL

TO: Lieutenant Randy Drake, Investigative Assistance Division

FROM: Mr. Jeff Hugdahl, Budget and Fiscal Services

SUBJECT: WSP Agreement No. C090226FED

DATE: November 25, 2008

Attached is a fully executed copy of the agreement between the Washington State Patrol and the Federal Bureau of Investigation.

Pertinent agreement information is listed below:

Project Title:	Safe Streets Task Force
Duration:	11/13/2008 – 9/9/9999
Amount:	$16,328.75
Budget Code:	001 020 00287
Billable Code:	TFE1
Special Instruction:	$16,328.75 is current federal rate per officer per year for overtime only. Subject to change annually.

If you need further assistance, please contact Ms. Cindy Haider at (360) 596-4071 or Micro 12; extension 11071.

CLH
for JRH:clh
Attachment
cc: Ms. Sue Aschenbrenner, Budget & Fiscal Services
Captain Tim Braniff, Investigative Assistance Division
Ms. Angela Keck, Budget & Fiscal Services

MAILED
11/25/08

FD-448 (Rev. 6-2-97)

FBI FACSIMILE

COVER SHEET

PRECEDENCE

- ☐ Immediate
- ☐ Priority
- ☒ Routine

CLASSIFICATION

- ☐ Top Secret
- ☐ Secret
- ☐ Confidential
- ☐ Sensitive
- ☒ Unclassified

Time Transmitted: 11:00 am
Sender's Initials: JDR
Number of Pages: 15
(including cover sheet)

To: Budget
Name of Office

Date: 11-25-08

Facsimile Number: Cindy Haider

Attn:
Name Room Telephone

From: Tacoma Resident Agency TFO Joel Rivas WSP #731
Name of Office

Subject: FBI Move SA Todd Bakken (253) 552-4067

Special Handling Instructions:

Originator's Name: Telephone: 253-272-8439

Originator's Facsimile Number: 253-627-5241

Approved: SSRA Carlos L. Mojica

Brief Description of Communication Faxed:

WARNING

Information attached to the cover sheet is U.S. Government Property. If you are not the intended recipient of this information, disclosure, reproduction, distribution, or use of this information is prohibited (18.USC, § 641). Please notify the originator or the local FBI Office immediately to arrange for proper disposition.

C090656FED

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION, LABORATORY DIVISION
AND
The Washington State Patrol
FOR
PARTICIPATION IN THE NATIONAL DNA INDEX SYSTEM (NDIS)

This Memorandum of Understanding (MOU), dated April 1, 2004, is made by and between the Federal Bureau of Investigation (hereinafter referred to as "FBI") and the Washington State Patrol (hereinafter collectively referred to as "NDIS Participating Laboratory").

WHEREAS, the FBI sponsors the Combined DNA Index System (CODIS) as part of a technical assistance program to State and local forensic DNA laboratories which allow the forensic DNA laboratories to store and match DNA records from legally collected samples, offenders and crime scene evidence.

WHEREAS, the FBI provides CODIS software, which includes database and networking capabilities, to any State and Local forensic DNA laboratory performing DNA analysis, as well as training, installation, user support and software upgrades at no cost to the forensic laboratory.

WHEREAS, the Federal DNA Identification Act of 1994 and amendments authorizes the Director of the FBI to establish a national index of DNA identification records of persons convicted of crimes, persons charged in an indictment or information with a crime, other persons whose DNA samples are collected under applicable legal authorities (except for DNA samples that are voluntarily submitted solely for elimination purposes), analyses of DNA samples recovered from crime scenes, analyses of DNA samples recovered from unidentified human remains, analyses of DNA samples voluntarily contributed from relatives of missing persons, and analyses of DNA samples from missing persons (hereinafter referred to collectively as "DNA records").

WHEREAS, the NDIS Participating Laboratory may have DNA records to contribute to NDIS in order to permit other participating laboratories to search those records to generate investigative leads.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, it is agreed by and between the FBI and the NDIS Participating Laboratory as follows:

09-0680

GENERAL TERMS & CONDITIONS

The FBI and the NDIS Participating Laboratory agree to abide by the terms and conditions specified in this Memorandum; the FBI Director's *Quality Assurance Standards for Forensic DNA Testing Laboratories* and *Quality Assurance Standards for Convicted Offender DNA Databasing Laboratories* (hereinafter referred to as the FBI Director's *Quality Assurance Standards*) attached hereto as Appendix A, which are incorporated in and made a part of this Memorandum; and the NDIS Operational Procedures attached hereto as Appendix B, which are incorporated in and made a part of this Memorandum.

For the purposes of this Memorandum and operation of NDIS, the term NDIS Participating Laboratory shall be deemed to be the State's repository of DNA records which is under the control of State authorities and serves as the central point of contact for access to NDIS. On behalf of the State, the Designated State Official [the person selected by a participating State to make decisions and to contract on behalf of the State] shall be responsible for the participation of other State regional and local laboratories in that State in NDIS and ensuring all such laboratories' adherence to and compliance with the terms and conditions of this Memorandum. Accordingly, this Memorandum shall be provided by the Designated State Official to such State regional and local laboratories in that State, who shall be considered as a "NDIS Participating Laboratory" for the purposes of describing the terms and conditions governing their participation in NDIS.

LICENSE TO USE CODIS SOFTWARE

Subject to the terms and conditions set forth below, the FBI hereby grants the NDIS Participating Laboratory an sublicense to use the CODIS software and modifications/enhancements thereto (hereinafter referred to as "CODIS software"). The CODIS software, for which the FBI has or will obtain an unrestricted license to use, shall remain the exclusive property of the FBI. The NDIS Participating Laboratory personnel shall not use the CODIS software in any manner until specifically authorized to do so by the FBI.

The NDIS Participating Laboratory has no right to distribute or sublicense the CODIS software, and shall not copy the CODIS software for purposes of distribution or distribute the CODIS software to any person or agency outside the NDIS Participating Laboratory without the express written permission of the FBI. Additionally, the NDIS Participating Laboratory shall not use the CODIS software in any manner not authorized by the FBI.

The FBI may terminate this Memorandum immediately if the NDIS Participating Laboratory is found in violation of any of the provisions of the software license. In the event this Memorandum is terminated, the NDIS Participating Laboratory shall remove the CODIS software from its system(s), including all on-line and backup storage media, within ten (10)

business days of receipt of the termination notice, and shall immediately return the CODIS software and all accompanying materials provided to the FBI.

The NDIS Participating Laboratory will take reasonable precautions to prevent unauthorized persons from accessing the CODIS software. For purposes of the software license, unauthorized persons shall mean persons who are **not** CODIS users. In the event that the FBI determines that such reasonable precautions have not been taken, the sublicense to use the CODIS software will be canceled immediately and will not be restored unless and until the NDIS Participating Laboratory has established that sufficient security procedures have been implemented to protect the CODIS software from unauthorized access. The determination whether sufficient security procedures to protect the CODIS software have been implemented by the NDIS Participating Laboratory shall be in the sole discretion of the FBI. If sufficient security procedures have not been implemented to the satisfaction of the FBI within thirty (30) business days of receipt of the cancellation notice, the FBI may terminate this Memorandum immediately, and the NDIS Participating Laboratory shall return the CODIS software to the FBI as provided above.

DNA IDENTIFICATION ACT OF 1994, as amended

As required by the DNA Identification Act of 1994 (42 U.S.C. §14132, hereinafter referred to as the "DNA Act"), the NDIS Participating Laboratory shall only contribute DNA identification records and DNA analyses to NDIS which are:

1. Based on analyses performed by or on behalf of a criminal justice agency in accordance with publicly available standards that satisfy or exceed the guidelines for a quality assurance program for DNA analysis issued by the Director of the FBI under the DNA Act and contained in Appendix A.

2. Prepared by laboratories that --

   A. Not later than 2 years after the date of enactment of the DNA Sexual Assault Justice Act of 2004 [October 31, 2004], have been accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and
   B. Undergo external audits, not less than once every two years, that demonstrate compliance with standards established by the Director of the Federal Bureau of Investigation.

3. Maintained by Federal, State, and local criminal justice agencies (or the Secretary of Defense in accordance with 10 U.S.C. §1565) pursuant to

rules that allow disclosure of stored DNA samples and DNA analyses only—

a. To criminal justice agencies for law enforcement identification purposes;

b. In judicial proceedings, if otherwise admissible pursuant to applicable statutes or rules;

c. For criminal defense purposes, to a defendant, who shall have access to samples and analyses performed in connection with the case in which such defendant is charged; or

d. If personally identifiable information is removed, to criminal justice agencies for a population statistics database, for forensic identification research and forensic protocol development purposes, or for quality control purposes.

Access to NDIS shall be canceled immediately and this Memorandum terminated in the event the NDIS Participating Laboratory does not comply with any of the above-referenced requirements. In addition, the DNA Act provides for imposition of a fine of up to $250,000 or imprisonment for not more than one year or both such fine and imprisonment, in the event that:

a. Any person who, by virtue of employment or official position, has possession of, or access to, individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency, and knowingly discloses such information in any manner to any person or agency not authorized to receive it; or

b. Any person, without authorization, knowingly obtains DNA samples or individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency.

QUALITY ASSURANCE STANDARDS

Pursuant to the DNA Act, NDIS Participating Laboratories shall only contribute DNA records to the National DNA Index System that have been generated in accordance with the FBI Director's *Quality Assurance Standards* contained in Appendix A.

NDIS OPERATIONAL PROCEDURES

The procedures and processes governing participation in the National DNA Index System are contained in Appendix B. The organizational responsibilities for the FBI and NDIS Participating Laboratory are defined in the NDIS Operational Procedure entitled "General Responsibilities." The responsibilities of the FBI and NDIS Participating Laboratory relating to record retention and disposal, record access, and challenge procedures are specified in the NDIS Operational Procedure "Access to, and Disclosure of, DNA Data at NDIS."

The FBI and the NDIS Participating Laboratory hereby agree to abide by the operational procedures contained in Appendix B.

The NDIS Participating Laboratory further agrees to participate in NDIS assessment reviews conducted by the FBI to verify compliance with Federal statutory requirements and NDIS Operational Procedures for participation in NDIS.

COMMUNICATIONS ACCESS

To participate in and access NDIS, the NDIS Participating Laboratory shall ensure secure transmission of NDIS data from local to State indexes and State to national indexes. The FBI reserves the exclusive right to determine the most appropriate method to ensure secure communications to access NDIS and to alter that method if necessary.

LEGAL OBLIGATIONS

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

NDIS LIABILITY

The NDIS Participating Laboratory shall be legally responsible for any demands, claims, actions, suits or proceedings brought by any third party against it that is a consequence of the conduct of the NDIS Participating Laboratory, including, but not limited to, any damages for false imprisonment or arrest.

NOTIFICATION OF LEGAL ACTIONS

The NDIS Participating Laboratory shall notify the FBI in writing within ten (10) business days after initial notification to the NDIS Participating Laboratory of any legal actions brought by a third party against the FBI or the NDIS Participating Laboratory involving CODIS or NDIS. Examples of such legal actions include, but are not limited to, discovery requests for CODIS source code or database design and discovery requests for any DNA records maintained in NDIS.

It shall be the responsibility of the Designated State Official or Laboratory Director, as applicable, to notify the NDIS Custodian within five (5) business days in the event a CODIS Administrator is arrested and/or charged with a criminal offense.

TERMINATION

In addition to the termination provisions set forth above, upon thirty (30) business days written notice, the FBI may terminate this Memorandum and require removal of the CODIS software from the computer equipment of an NDIS Participating Laboratory and/or return of that software and any accompanying materials if funds for the continued support of CODIS and/or NDIS are not appropriated by the United States Congress.

MODIFICATIONS TO MEMORANDUM & APPENDICES

Modifications to this Memorandum shall only be effective if in writing and signed by both Parties. From time to time, however, it may be necessary to revise the FBI Director's *Quality Assurance Standards* contained in Appendix A and the NDIS Operational Procedures contained in Appendix B to reflect changes in law, processes and/or technology with respect to CODIS or NDIS. In the event that a revision to any or all of the FBI Director's *Quality Assurance Standards* in Appendix A or the NDIS Operational Procedures in Appendix B are made, the Parties agree that the FBI shall provide such revision to the NDIS Participating Laboratory and that thereafter such revision shall be incorporated in and made a part of this Memorandum without the need for both parties to re-execute this Memorandum.

EFFECTIVE DATE

This Memorandum shall become effective when signed by the Assistant Director of the Laboratory Division, FBI or his designee, and the Designated State Official of the NDIS Participating Laboratory having the authority to contract on behalf of the State.

FEDERAL BUREAU OF INVESTIGATION
LABORATORY DIVISION

By: D. Christine Howell Mag
Assistant Director

Date: 4-1-09

NDIS PARTICIPATING LABORATORY
Washington State Patrol

By: Paul S. Becklund

Date: 2-13-09

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

WSP No. C1002716SC

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WASHINGTON STATE PATROL

AND

62ND SECURITY FORCES SQUADRON
MCCHORD AIR FORCE BASE

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) between the Washington State Patrol (WSP) and the 62nd Security Forces Squadron (the Squadron) hereinafter referred to as the "parties", is to memorialize the parties' understanding regarding transmitting, receiving, and storage of information contained in the Washington Crime Information Center (WACIC) systems of records made available through a data transfer program. The data provided by WSP will be used by the Squadron as input to a law enforcement application.

WSP provides WACIC data to the Squadron through WSP's A Central Computerized Enforcement Service System (ACCESS). The Squadron has a separate agreement with WSP regarding access to, use of, and subsequent dissemination of information obtained through ACCESS, including WACIC data. This MOU has no affect on that agreement.

2. BACKGROUND: WSP maintains the WACIC system of records containing multiple files. Information included may be wanted persons, missing persons, sex offender information, protection orders, and/or officer safety information.

The Squadron has instituted state-of-the-art driver's license screening technology from mobile sites. The Squadron's vendors provide software and screening devices that have the capability of scanning driver's licenses and searching a local database loaded into a handheld device. The Squadron has requested to obtain relatively current information from the WACIC files in order to compare scanned numbers against person information. The Squadron certifies its vendors providing license screening technology do not have access to WACIC data provided to the Squadron by WSP.

3. SCOPE: This MOU applies to WSP making information from the WACIC Person File available to the Squadron via a secure FTP Server environment.

A. WSP will:

1) Provide the Squadron with the data elements and disqualifying items are described in Attachment 1, Data Elements and Handling Instructions, which is attached hereto and incorporated herein.

2) Provide the Squadron updated extract information on a mutually agreed to frequency;

3) Respond to specific inquiries from the Squadron; and

4) Provide the Squadron with the name and telephone number of a technical and an administrative point of contact.

B. The Squadron will:

1) Use the WACIC extracts for law enforcement purposes;

2) Update its local database as WSP updates become available, ensuring that those records deleted from the WACIC system are also deleted from all local databases;

3) Confirm extract hits are still active in WACIC, at the earliest reasonable opportunity, in accordance with current hit confirmation policy;

4) Provide the WSP with the name and telephone number of a technical and an administrative point of contact; and

5) Ensure that the Squadron's use and dissemination of data provided by WSP under this MOU is in accordance with federal and state laws and regulations, including but not limited to the FBI's Criminal Justice Systems Information (CJIS) regulations.

4. FUNDING: Each party will fund its own activities unless otherwise agreed in writing. The Squadron has a separate agreement with WSP for use of ACCESS. This MOU has no affect on that agreement, or the rates and fees WSP charges for the services provided thereunder.

5. LIAISON REPRESENTATIVES

For the Washington State Patrol	For the Squadron:
Mr. Jim Anderson, Administrator PO Box 42619 Olympia WA 98504-2619 Phone: (360) -534-2101 Fax: (360) – 534-2070 E-mail: jim.anderson@wsp.wa.gov	Detective Jerry P. Coley II, TAC 62 SFS/S2I 7 McCarthy Blvd McChord AFB, WA 98438 Phone: (253)982-3511 Fax: (253)982-2102 E-mail: jerry.coley@mcchord.af.mil

5. CONFIDENTIAL INFORMATION: The Squadron acknowledges that some of the material and information that may come into its possession or knowledge in connection with this MOU or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. The Squadron agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this MOU, to release it only to authorized employees requiring such information for the purposes of carrying out this MOU, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without WSP's express written consent or as provided by law. Furthermore, the Squadron's use and dissemination of WACIC data provided by WSP under this MOU is governed by the Squadron's agreement with WSP regarding access to, use of, and subsequent dissemination of WACIC data and other information obtained through ACCESS.

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WSP IDENT. SECT.

6. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.

7. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:

A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.

B. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.

c. Either party may terminate this MOU upon 30 days written notification to the other party. The parties will continue participation up to the effective date of termination.

8. This MOU, which consists of eight Sections, will enter into effect upon signature of both parties, will be reviewed annually to determine whether amendments are needed, and will remain in effect until terminated. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

The foregoing represents the understandings reached between the WSP and the Squadron.

State of Washington
Washington State Patrol

FOR: John R. Batiste, Chief

8/21/09
Date

62nd Security Forces Squadron
McChord Air Force Base

ROBERT S. KAFKA, Lt Col, USAF
Commander

6 Aug 09
Date

Attachment 1

Data Elements and Handling Instructions

1) Data Elements: WSP will transmit to the Squadron information from the WACIC Persons files.

2) Data Handling

   a) If the Squadron has no need for a particular class of data, they will delete that data immediately on receipt.

   b) Record updates are accomplished by record replacement. The Squadron may have to compare a new data file with former files provided by WSP in order to determine any changes.

   c) If a record is present within the Squadron's application and not present in the transferred file from WSP, the record has been removed for operational reasons by local law enforcement. Reasons for that removal include cancellation or clearing of the person record.

   d) The Squadron will not retain any data file provided by WSP longer than 30 calendar days.

   e) The Squadron will not enter or modify WACIC data directly. Any changes that should be made to WACIC by the responsible law enforcement agency.

3) Schedule: WSP shall refresh the data files provided to the Squadron in a mutually agreed upon process and at agreed upon intervals. WSP shall notify the Squadron if files will not be available due to problems or of updated code tables.

4) Problem Reporting: Problem reporting by the Squadron under this MOU is governed by Attachment 2, WSP Secure FTP Problem Notification Procedures, which is attached hereto and incorporated into this MOU herein.

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Attachment 2

WSP Secure FTP Problem Notification Procedures

- When a problem with acquiring data occurs with the WSP Secure FTP Server, the Squadron will call WSP ITD Customer Services at (360) 705-5999 or send an e-mail to ITDcustomerservicesg@wsp.wa.gov explaining the issue and having a work order opened. The Squadron will include identifying information about the Squadron's staff that identified the problem in the explanation with e-mail address and phone number(s).
- The WSP Information Technology Division (ITD) Customer Services group will escalate the work order to the appropriate ITD group.
- That group will notify the Squadron that the issue is being worked on or has been completed.
- If there is no contact within four business hours, the Squadron should do a follow-up contact.
- The ITD Customer Services group working the problem may call or send e-mail to the Squadron in order to determine problem particulars or to request testing. The Squadron will only call or e-mail that person or group in the context of an existing, open problem, and not for new problems.
- Once the Squadron is satisfied with the results, the work order will be closed. Another work order should be opened for any new problem with receiving data from the WSP Secure FTP Server. The prior work order can be cited by the Squadron in any subsequent work orders if it seems relevant.

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BUDGET & FISCAL
WSP

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CRIMINAL RECORDS DIVISION
AUG 07 2009
WSP IDENT. SECT.

MEMORANDUM OF UNDERSTANDING

Parties

(1) This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Washington State Patrol.

Authorities

(2) Authority for the FBI to enter into this MOU derives from 28 U.S.C. § 533, 28 C.F.R. § 0.85, and applicable United States Attorney General's guidelines.

Purpose

(3) This MOU delineates the relationship between the parties in connection with an undercover operation known as Copper Cash targeting money laundering and theft of metals pilfered from critical infrastructure in the Spokane, Washington area, establishes general agreement on operational and administrative responsibilities, and defines the expectations of the FBI and the Washington State Patrol for the use of Detective from the Washington State Patrol in an undercover capacity in the operation. The MOU should be construed in a manner that will promote the basic spirit of cooperation which exists between the investigative agencies involved. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

Conduct of the Investigation and Participation of the Parties

(4) The parties acknowledge that Copper Cash is a joint operation involving the FBI and Washington State Patrol that will be conducted in accordance with the laws and regulations of the United States and with applicable United States Attorney General Guidelines and corresponding FBI policies including but not limited to:

-- Attorney General's Guidelines on General Crimes, Racketeering Enterprise, and Terrorism Enterprise Investigations.

-- Attorney General's Guidelines on FBI Undercover Operations

-- Attorney General's Guidelines Regarding the Use of Confidential Informants.

(5) The policy and direction of the investigation shall be the primary responsibility of the Special Agent in Charge (SAC) of the Seattle Division of the FBI. The SAC will designate a Supervisory Special Agent (SSA) of the FBI who will exercise day-to-day operational supervision

of the investigation.

(6) The FBI will assign Special Agents (SAs) as needed to meet the goals and objectives of the operation, working under the supervision of the designated SSA. The Washington State Patrol agrees to detail a sworn (agent/officer) to serve as an FBI undercover employee (UCE) for this operation, as further discussed in this MOU. The individual so detailed is known by name to the parties but will not be identified by name in this document and will be referred to by a numerical designation in reports and memoranda that concern the investigation.

(7) The investigative activities will be coordinated by the FBI with the United States Attorney for the Eastern District of Washington. The parties agree that investigative procedure, including evidence collection, processing, and storage, will conform to the requirements for federal prosecution. The use of investigative methods, such as the interception of oral communications, and the reporting procedures related thereto, will be consistent with applicable U.S. Attorney General Guidelines concerning such matters.

(8) The parties agree that a determination on whether the prosecution of any particular case should be at the state or federal level will be based on which level would better advance the interests of justice. The appropriate United States Attorney will determine whether any case may be brought in federal court.

(9) Information pertaining to this undercover operation will not be released to the media except by mutual agreement of the parties. Media releases and statements will be handled jointly by the parties according to FBI and Washington State Patrol guidelines with the further understanding that no release will be issued without FBI final approval.

(10) Responsibility for the administrative supervision of personnel involved in this investigation will remain with their respective agencies. The Washington State Patrol acknowledges that operational requirements of this undercover operation may not allow the UCE to fully comply with its personnel reporting requirements for time on duty. The Washington State Patrol agrees to devise an alternate reporting mechanism that will not compromise the UCE's role in this operation.

(11) The designated SSA of the FBI will be the administrative coordinator of this investigation and will be responsible for supervising the written work of this undercover operation. The parties will coordinate their efforts to ensure that only one written report is generated for each interview, surveillance, or other aspect of this investigation. The UCE will prepare his/her reports according to the format and standards of the FBI. All investigative reports will be maintained by the FBI.

Funding

(12) Except as described herein, or unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Unless otherwise agreed in writing, each party agrees to assume all personnel costs, including salaries, fringe benefits, and overtime of their assigned

personnel.

(13) Expenditures for each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations and policies. The parties expressly acknowledge that this MOU is not an obligation of funds or commitment of funds and does not imply that Congress will appropriate funds for such expenditures.

Vehicles and Equipment

(14) The FBI will provide a backstopped covert vehicle for the UCE. Otherwise, each party agrees to provide vehicles for its personnel assigned to the operation consistent with their respective responsibilities.

(15) The FBI and Washington State Patrol agree to jointly provide the necessary technical equipment in order to carry out the undercover aspect of this investigation. At the completion of the operation, or upon termination of this MOU, all available and usable equipment will be returned to the supplying agency.

Forfeiture

(16) The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with this undercover operation. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and the Department of Justice (DOJ). Forfeitures attributable to the undercover operation may be shared between the parties according to DOJ equitable sharing principles.

Responsibilities Regarding the Undercover Employee

(17) The Washington State Patrol employee detailed to serve as UCE will be considered a party to this agreement with respect to those provisions that apply to him/her. The UCE understands and acknowledges by his/her initials below that this assignment is strictly voluntary on his/her part, that he/she may decline to participate at any time during this operation and that, if he/she agrees to participate, he/she will comply with the provisions set forth herein.

(18) The designated Washington State Patrol employee has been sworn a federally deputized Special Deputy United States Marshal by virtue of his/her participation in an FBI task force. The deputation will continue through the duration of the operation, until the Cue's assignment to the operation is terminated, or until the Cue's participation in the aforementioned task force has concluded, whichever occurs last.

(19) The UCE will act in an undercover capacity, gather information, disseminate information to the FBI, purchase evidence, and provide other information as warranted by this investigation. The UCE agrees, at the direction and under the supervision of the FBI, to meet with designated individuals and agrees to make consensual visual and/or oral wire recordings of such meetings and related telephone calls. Further, the UCE agrees to provide appropriate written

authorization for the monitoring and/or recording of such meetings and conversations prior to undertaking such monitoring or recordings.

(20) The UCE will not participate in any unlawful activities except insofar as the FBI determines that such participation is necessary to this investigation, and the FBI expressly authorizes such acts. It is understood that any violations of the law not expressly authorized by the FBI may result in the prosecution of the UCE. Furthermore, the UCE will not initiate any plans to commit criminal acts of violence. If he/she is asked to participate in any act of violence or learns of such plans, he/she will attempt to discourage those acts and will promptly notify the FBI.

(21) When requested by the FBI, the UCE agrees to testify and furnish all information in his/her possession, custody or control that he/she has received during the course of, or related to, this investigation. Such information will be provided in any and all subsequent hearings, grand juries, and/or trials arising out of this undercover investigation.

(22) The UCE shall have no authority, actual or implied, to obligate and/or bind the FBI to any contractual duty and/or obligation; and any obligations so made are the sole obligations of the UCE and not the FBI. Further, the UCE will not obligate or attempt to obligate the FBI, the United States Department of Justice, the United States Government, or any employee, agent, servant, or officer thereof, in any business or financial dealings of any kind, without the express written permission of the FBI.

(23) The FBI agrees to reimburse the UCE for reasonable and documented expenses that are considered necessary for the UCE's participation in this investigation. The UCE agrees that prior to incurring such expenses, he/she will consult with the FBI's designated representative as to the nature and justification for incurring such expense. Final discretion on what expenses can be paid by the FBI lies entirely within the purview of the FBI. The UCE agrees to provide documentation of his expenses to any agent, accountant, or financial analyst designated by the FBI.

(24) The UCE acknowledges that by becoming the recipient of reimbursements from the FBI he/she does not become, and is not, an employee, agent in fact, partner, member of a joint venture or business associate, of the FBI, the United States Department of Justice, the United States Government, or any of its agents servants, officers or employees. Further, the UCE agrees not to represent to any persons, or hold him/herself out to any persons, as an employee, agent in fact, partner, or joint venture, or business associate of the FBI, United States Department of Justice, United States Government, its agents, servants, officers or employees.

(25) The UCE acknowledges that he/she may discuss assignment to the investigation with representatives of the Washington State Patrol employee as necessary to meet personnel administration requirements and may discuss the operation with other members of the investigative team. Otherwise, the UCE agrees that he/she will not reveal to any other person the nature of the FBI's investigation without the specific written prior approval of the Director of the FBI or the Director's designee or as may be required by law. Furthermore, the UCE agrees that he/she will not publish or participate in the publication or dissemination of any information or material which comes to his/her attention through his/her participation and cooperation with the FBI without the

prior express written authorization of the FBI. In furtherance of this understanding, the UCE agrees to sign a non-disclosure agreement (SF-312).

(26) The prospective UCE will undergo a mandatory Undercover Safeguard Test administered by the FBI's National Backstopping and Safeguard Unit (NBSU) for the purpose assisting in a determination of the UCE's suitability for participation in the investigation. If the prospective UCE declines to be tested and evaluated by the NBSU, the Washington State Patrol employee must provide a written declination and an assurance that the prospective UCE has undergone comparable psychological testing provided by his/her department/agency. In that event, the parties acknowledge that NBSU's recommendation will be based on discussion between the NBSU psychologist and the Washington State Patrol employee psychologist(s) involved in the assessment, and a review of the records of the Washington State Patrol employee assessment, in order that NBSU can judge whether that assessment is functionally comparable to NBSU's assessment protocol.

Liability

(27) The parties agree to be responsible for the negligent or wrongful acts or omissions of their employees when acting within the scope of their employment. Liability for any negligent acts or omissions by FBI employees acting with the scope of their employment shall be limited to the remedies available to a claimant under the Federal Tort Claims Act, 28 U.S.C. §§ 1436(b) and 2671-2680. The FBI shall assume responsibility for the investigation and disposition of any claim filed under the FTCA involving participating agents. Notwithstanding other provisions of this MOU, for the limited purpose of defending civil claims arising out of the operation, a state, local, or tribal law enforcement officer who has been federally deputized, is assigned as a UCE, and is acting within the course and scope of his or her official duties and assignments at the direction of the FBI pursuant to this MOU, may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2679(b)(1). The officer may request certification that he or she was acting within his or her scope of employment and corresponding representation by U.S. government as provided in 28 U.S.C. § 2679(d). A determination of whether the officer was acting within the scope of his or her employment for purposes of this representation, and/or whether the United States will assume responsibility for the officer's actions, will be made by the United States Department of Justice. Liability for any negligent or willful acts undertaken by the UCE that are outside the scope of employment or undertaken without prior express approval of the FBI or the United States Department of Justice, as appropriate, are the responsibility of the UCE.

(28) Any on-duty accident, officer/agent involved shooting, or accidental discharge of a firearm by a participant in the operation will be investigated according to the established policy and procedure of the officer/agent's employing agency. However, the FBI at its discretion may choose to conduct a parallel investigation if the incident involves a UCE assigned to the operation from the Washington State Patrol employee.

Duration

(29) This MOU shall commence on the date of acceptance by the parties hereto, as signified

by their signatures, and as to the UCE, by his/her initials. The MOU shall continue as long as the FBI deems it necessary. This agreement may be terminated by either party with thirty (30) days prior written notice of intention to terminate delivered to the SAC of the FBI's Seattle Division or to a designated official of the Washington State Patrol employee. Modifications to this MOU will have no force or effect unless and until such modification is reduced to writing and signed by the parties involved.

Laura M. Laughlin Special Agent-in-Charge FBI	Date	Contracting Officer FBI	Date
John R. Batiste Chief Washington State Patrol	Date	APPROVED AS TO FORM ASSISTANT ATTORNEY GENERAL	

I have read this agreement and fully understand its contents. I will abide by the guidelines described therein.

Undercover Employee's Acknowledgment (Initials)	Date

Name / Witness to UCE's Acknowledgment

MEMORANDUM OF UNDERSTANDING

Parties

(1) This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Washington State Patrol.

Authorities

(2) Authority for the FBI to enter into this MOU derives from 28 U.S.C. § 533, 28 C.F.R. § 0.85, and applicable United States Attorney General's guidelines.

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(3) This MOU delineates the relationship between the parties in connection with an undercover operation known as Copper Cash targeting money laundering and theft of metals pilfered from critical infrastructure in the Spokane, Washington area, establishes general agreement on operational and administrative responsibilities, and defines the expectations of the FBI and the Washington State Patrol for the use of Detective from the Washington State Patrol in an undercover capacity in the operation. The MOU should be construed in a manner that will promote the basic spirit of cooperation which exists between the investigative agencies involved. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

Conduct of the Investigation and Participation of the Parties

(4) The parties acknowledge that Copper Cash is a joint operation involving the FBI and Washington State Patrol that will be conducted in accordance with the laws and regulations of the United States and with applicable United States Attorney General Guidelines and corresponding FBI policies including but not limited to:

-- Attorney General's Guidelines on General Crimes, Racketeering Enterprise, and Terrorism Enterprise Investigations.

-- Attorney General's Guidelines on FBI Undercover Operations

-- Attorney General's Guidelines Regarding the Use of Confidential Informants.

(5) The policy and direction of the investigation shall be the primary responsibility of the Special Agent in Charge (SAC) of the Seattle Division of the FBI. The SAC will designate a Supervisory Special Agent (SSA) of the FBI who will exercise day-to-day operational supervision

personnel.

(13) Expenditures for each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations and policies. The parties expressly acknowledge that this MOU is not an obligation of funds or commitment of funds and does not imply that Congress will appropriate funds for such expenditures.

Vehicles and Equipment

(14) The FBI will provide a backstopped covert vehicle for the UCE. Otherwise, each party agrees to provide vehicles for its personnel assigned to the operation consistent with their respective responsibilities.

(15) The FBI and Washington State Patrol agree to jointly provide the necessary technical equipment in order to carry out the undercover aspect of this investigation. At the completion of the operation, or upon termination of this MOU, all available and usable equipment will be returned to the supplying agency.

Forfeiture

(16) The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with this undercover operation. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and the Department of Justice (DOJ). Forfeitures attributable to the undercover operation may be shared between the parties according to DOJ equitable sharing principles.

Responsibilities Regarding the Undercover Employee

(17) The Washington State Patrol employee detailed to serve as UCE will be considered a party to this agreement with respect to those provisions that apply to him/her. The UCE understands and acknowledges by his/her initials below that this assignment is strictly voluntary on his/her part, that he/she may decline to participate at any time during this operation and that, if he/she agrees to participate, he/she will comply with the provisions set forth herein.

(18) The designated Washington State Patrol employee has been sworn a federally deputized Special Deputy United States Marshal by virtue of his/her participation in an FBI task force. The deputation will continue through the duration of the operation, until the Cue's assignment to the operation is terminated, or until the Cue's participation in the aforementioned task force has concluded, whichever occurs last.

(19) The UCE will act in an undercover capacity, gather information, disseminate information to the FBI, purchase evidence, and provide other information as warranted by this investigation. The UCE agrees, at the direction and under the supervision of the FBI, to meet with designated individuals and agrees to make consensual visual and/or oral wire recordings of such meetings and related telephone calls. Further, the UCE agrees to provide appropriate written

authorization for the monitoring and/or recording of such meetings and conversations prior to undertaking such monitoring or recordings.

(20) The UCE will not participate in any unlawful activities except insofar as the FBI determines that such participation is necessary to this investigation, and the FBI expressly authorizes such acts. It is understood that any violations of the law not expressly authorized by the FBI may result in the prosecution of the UCE. Furthermore, the UCE will not initiate any plans to commit criminal acts of violence. If he/she is asked to participate in any act of violence or learns of such plans, he/she will attempt to discourage those acts and will promptly notify the FBI.

(21) When requested by the FBI, the UCE agrees to testify and furnish all information in his/her possession, custody or control that he/she has received during the course of, or related to, this investigation. Such information will be provided in any and all subsequent hearings, grand juries, and/or trials arising out of this undercover investigation.

(22) The UCE shall have no authority, actual or implied, to obligate and/or bind the FBI to any contractual duty and/or obligation; and any obligations so made are the sole obligations of the UCE and not the FBI. Further, the UCE will not obligate or attempt to obligate the FBI, the United States Department of Justice, the United States Government, or any employee, agent, servant, or officer thereof, in any business or financial dealings of any kind, without the express written permission of the FBI.

(23) The FBI agrees to reimburse the UCE for reasonable and documented expenses that are considered necessary for the UCE's participation in this investigation. The UCE agrees that prior to incurring such expenses, he/she will consult with the FBI's designated representative as to the nature and justification for incurring such expense. Final discretion on what expenses can be paid by the FBI lies entirely within the purview of the FBI. The UCE agrees to provide documentation of his expenses to any agent, accountant, or financial analyst designated by the FBI.

(24) The UCE acknowledges that by becoming the recipient of reimbursements from the FBI he/she does not become, and is not, an employee, agent in fact, partner, member of a joint venture or business associate, of the FBI, the United States Department of Justice, the United States Government, or any of its agents servants, officers or employees. Further, the UCE agrees not to represent to any persons, or hold him/herself out to any persons, as an employee, agent in fact, partner, or joint venture, or business associate of the FBI, United States Department of Justice, United States Government, its agents, servants, officers or employees.

(25) The UCE acknowledges that he/she may discuss assignment to the investigation with representatives of the Washington State Patrol employee as necessary to meet personnel administration requirements and may discuss the operation with other members of the investigative team. Otherwise, the UCE agrees that he/she will not reveal to any other person the nature of the FBI's investigation without the specific written prior approval of the Director of the FBI or the Director's designee or as may be required by law. Furthermore, the UCE agrees that he/she will not publish or participate in the publication or dissemination of any information or material which comes to his/her attention through his/her participation and cooperation with the FBI without the

prior express written authorization of the FBI. In furtherance of this understanding, the UCE agrees to sign a non-disclosure agreement (SF-312).

(26) The prospective UCE will undergo a mandatory Undercover Safeguard Test administered by the FBI's National Backstopping and Safeguard Unit (NBSU) for the purpose assisting in a determination of the UCE's suitability for participation in the investigation. If the prospective UCE declines to be tested and evaluated by the NBSU, the Washington State Patrol employee must provide a written declination and an assurance that the prospective UCE has undergone comparable psychological testing provided by his/her department/agency. In that event, the parties acknowledge that NBSU's recommendation will be based on discussion between the NBSU psychologist and the Washington State Patrol employee psychologist(s) involved in the assessment, and a review of the records of the Washington State Patrol employee assessment, in order that NBSU can judge whether that assessment is functionally comparable to NBSU's assessment protocol.

Liability

(27) The parties agree to be responsible for the negligent or wrongful acts or omissions of their employees when acting within the scope of their employment. Liability for any negligent acts or omissions by FBI employees acting with the scope of their employment shall be limited to the remedies available to a claimant under the Federal Tort Claims Act, 28 U.S.C. §§ 1436(b) and 2671-2680. The FBI shall assume responsibility for the investigation and disposition of any claim filed under the FTCA involving participating agents. Notwithstanding other provisions of this MOU, for the limited purpose of defending civil claims arising out of the operation, a state, local, or tribal law enforcement officer who has been federally deputized, is assigned as a UCE, and is acting within the course and scope of his or her official duties and assignments at the direction of the FBI pursuant to this MOU, may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2679(b)(1). The officer may request certification that he or she was acting within his or her scope of employment and corresponding representation by U.S. government as provided in 28 U.S.C. § 2679(d). A determination of whether the officer was acting within the scope of his or her employment for purposes of this representation, and/or whether the United States will assume responsibility for the officer's actions, will be made by the United States Department of Justice. Liability for any negligent or willful acts undertaken by the UCE that are outside the scope of employment or undertaken without prior express approval of the FBI or the United States Department of Justice, as appropriate, are the responsibility of the UCE.

(28) Any on-duty accident, officer/agent involved shooting, or accidental discharge of a firearm by a participant in the operation will be investigated according to the established policy and procedure of the officer/agent's employing agency. However, the FBI at its discretion may choose to conduct a parallel investigation if the incident involves a UCE assigned to the operation from the Washington State Patrol employee.

Duration

(29) This MOU shall commence on the date of acceptance by the parties hereto, as signified

by their signatures, and as to the UCE, by his/her initials. The MOU shall continue as long as the FBI deems it necessary. This agreement may be terminated by either party with thirty (30) days prior written notice of intention to terminate delivered to the SAC of the FBI's Seattle Division or to a designated official of the Washington State Patrol employee. Modifications to this MOU will have no force or effect unless and until such modification is reduced to writing and signed by the parties involved.

Laura M. Laughlin — 1/7/2010
Laura M. Laughlin — Date
Special Agent-in-Charge
FBI

Contracting Officer — Date
FBI

3-3-10
FOR: John R. Batiste — David J. Karnik — Date
Chief — Deputy Chief
Washington State Patrol

C100660FED

APPROVED AS TO FORM
2/24/10
ASSISTANT ATTORNEY GENERAL

I have read this agreement and fully understand its contents. I will abide by the guidelines described therein.

4-27-10
Undercover Employee's — Date
Acknowledgment (Initials)

Lisa Jarvaard - Special Agent FBI
Name / Witness to UCE's Acknowledgment

C110144FED

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL BUREAU OF INVESTIGATION
AND STATE, LOCAL, TRIBAL, AND FEDERAL AGENCIES
PARTICIPATING IN THE LAW ENFORCEMENT NATIONAL DATA EXCHANGE
INFORMATION SHARING INITIATIVE

A. Purpose

1. This Memorandum of Understanding (MOU) is entered into by the Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) and the state, local, tribal, and federal law enforcement and criminal justice agencies/entities participating in the Law Enforcement National Data Exchange (N-DEx). The purpose of this MOU is to set forth the policies and procedures for the use of N-DEx by the participating parties, including the maintenance and responsibility for the information contributed to N-DEx. N-DEx, a scalable information sharing system, is at the center of the Law Enforcement Information Sharing Plan (LEISP) and architecture. N-DEx, a repository for information from state, local, tribal, and federal law enforcement and criminal justice entities, will provide the capability to make potential linkages between law enforcement information contained in crime incidents, criminal investigations, arrests, bookings, incarcerations, parole and/or probation reports in order to help solve, deter, and prevent crimes, and thereby, improve homeland security. The law enforcement and criminal justice information contributed to and/or exchanged by N-DEx will contain personally identifiable information (names, social security numbers, addresses, etc.), as well as, non-identifying descriptive data (location of offense, type of weapon involved, etc.), about crime incidents and criminal investigations.

2. The development of the N-DEx system will also include transition of data and capabilities from the OneDOJ information sharing system. OneDOJ is an existing CJIS information sharing system which contains only Department of Justice (DOJ) agency data. OneDOJ uses a Law Enforcement Exchange Specification (LEXS) standard to interface and exchange search and retrieve (SR) queries with other state/regional information sharing systems. A migration of the DOJ data and transition of capabilities of OneDOJ, into N-DEx, is underway. Until the migration of data and capabilities transition is complete, N-DEx will leverage the OneDOJ system, via SR query, to ensure optimum sharing and availability of DOJ data as well as the widest array of capabilities. This transition phase will include the OneDOJ capability to query N-DEx using the LEXS-SR, for OneDOJ users.

3. The contributed incident, offense, and/or case reports, arrest, booking, incarceration and probation and parole reports will populate N-DEx with the full

criminal justice cycle of information. N-DEx will have the capability to automatically correlate names, addresses, telephone numbers, offense locations, and other crime descriptors contained in these reports to identify potential linkages. These various reports will be contributed to N-DEx by law enforcement and criminal justice agencies pursuant to and compliant with their own state laws, guidelines, and agency policies and practices. The N-DEx system will provide the capability to make potential linkages between the law enforcement records contributed to N-DEx and the information contained in the CJIS System of Services (National Crime Information Center (NCIC), Interstate Identification Index (III), and Integrated Automated Fingerprint Identification System).

4. Participant agencies may choose to utilize a SR query capability that will allow leveraging of systems without contributing data to N-DEx. However, this method of participation may limit certain N-DEx functionality, most significantly, the automated correlation capability, as well as link and geo-spatial visualization.

5. Utilizing N-DEx capabilities to further law enforcement activities, including counter terrorism efforts, will significantly advance public safety and security. Moreover, the resulting enhanced utility reinforces the incentive for maximum agency participation and contribution, thereby maximizing the information available.

6. This operational MOU will replace the operational MOU version 3.1 and the prototype MOU signed by any entity currently participating in the N-DEx project. However, this MOU supplements, but does not replace, any separate MOUs, User Agreements, Letters of Acknowledgment, Interim User Agreements or any other agreements already signed and relating to the CJIS Division.

B. Parties

The parties to this MOU are legally authorized state, local, tribal, and federal law enforcement and criminal justice agencies.

C. Points of Contact

1. Each party shall designate an individual as the party's point-of-contact (POC), properly called an N-DEx Agency Coordinator (NAC), for representing that party in regard to this MOU. A party may change its POC at any time upon providing written notification thereof to the POCs of all other parties.

2. Parties may have to designate system administrators (User Administrator, Data

Administrator and Audit Administrator) for their agencies.

D. Authority

Authority for the FBI to enter into this MOU includes: 28 U.S.C. §§ 533, 534; the Uniform Federal Crime Reporting Act of 1988, Public Law 100-690, Title VII, Subtitle I, § 7332 (codified as a note to section 534); 28 C.F.R. § 0.85; and Presidential DecisionDirectives 39 and 62.

E. Mission/Objectives

The N-DEx Mission: "To provide law enforcement agencies with a powerful new investigative tool to search, link, analyze and share criminal justice information such as, incident/case reports, booking and incarceration data, and parole/probation data on a national basis to a degree never before possible."

The vision of N-DEx is to share complete, accurate, timely and useful criminal justice information across jurisdictional boundaries and to provide new investigative tools that enhance the Nation's ability to fight crime and terrorism.

F. Concept

1. N-DEx program is a cooperative endeavor of state, local, tribal, and federal law enforcement and criminal justice agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities. All N-DEx operations will be based upon the legal status, jurisdiction, and authorities of individual participants. N-DEx is not intended, and shall not be deemed, to have any independent legal status.

2. Pursuant to Executive Order 12958 as amended, *Classified National Security Information,* the N-DEx system is designated as an UNCLASSIFIED system. The joining party shall ensure that data entered into or exchanged by the N-DEx system by the joining party are UNCLASSIFIED and free of classified National Security information. Information contributed to N-DEx will reside on a server located in FBI-controlled space, containing Sensitive But Unclassified (SBU) and Controlled Unclassified Information (CUI) information from the record systems of the FBI and the other MOU parties. All parties to this MOU whether contributing information to N-DEx or leveraging systems will have role-based access to the N-DEx server(s) and N-DEx functionality via secure Internet connections or via the FBI's CJIS Wide Area Network.

G. Ownership, Entry, and Maintenance of Information

1. Each party retains sole responsibility and exclusive control and disposition over the content of the information it contributes or allows access to, and may, at will, at any time update or correct any of its information in N-DEx, delete it from the N-DEx entirely, or no longer use N-DEx to facilitate exchange of its information. All system entries will be identifiable to the contributing party. The content of the contributed information remains the sole responsibility of the contributing party and is under that party's exclusive control and contributed under an express promise of confidentiality.

2. Each party will retain sole responsibility and control of the content of the information it contributes to the N-DEx system. N-DEx, through the CJIS Advisory Process, has established a policy that each data contributor will have an obligation to maintain "system discipline," that is to maintain, timely, accurate, complete, and relevant information in the N-DEx system. In an effort to maintain system discipline, contributors shall submit data, including any updates or changes to the original submission, on at least a monthly basis. Updates and changes are encouraged as often as a contributor can feasibly execute them.

3. The contributing party has the sole responsibility and accountability for ensuring that information entered into or made available through N-DEx was not obtained in violation of any state, local, tribal, and federal law applicable to the contributor. Data must be pertinent to and within the scope of the authorized law enforcement, counterterrorism, or national security functions of the agency and still meet N-DEx security standards.

4. Because information contributed to N-DEx will be limited to duplicates and summaries of information obtained and separately managed by the entering party within its own record system(s), and for which the contributing party is solely responsible and accountable, information submitted by the participating parties shall not be altered or changed in any way, except by the contributing party. The contributing party should not make any changes to the information it contributes that are not mirrored within the contributing party's source records.

5. A party that desires to incorporate, into it's own separate records, N-DEx information contributed to or made available by another party, including any analytical products based on another party's information, must first obtain the entering party's express permission. N-DEx information may not be used in the preparation of judicial process such as affidavits, warrants, or subpoenas, without

the permission of the party that initially provided the information and corroboration of the information.

6. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be non-record material and should be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records systems(s) in accordance with that party's records management processes and any applicable contract or licensing agreement.

7. The N-DEx system will thus only be populated with information derived from each contributing party's own records. The system is not in any manner intended to be an official repository of original records or to be used as a substitute for one, nor is the information contributed to the system to be accorded any independent record status. Rather, this system is merely an application to facilitate the sharing of copies of certain information that may be contributed from pre-existing records systems of the parties and to make correlations with such information.

8. Any system submitting data to N-DEx retains sole ownership of the technology or system design associated with that system. It has the sole responsibility and accountability for ensuring that it is not constrained from sharing this information for these authorized purposes by any laws, regulations, policies, and procedures applicable to the submitting party, and making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of any information contributed.

H. Access to and Disclosure and Use of Information

1. All disclosures of Federal records from the N-DEx system must be in accordance with federal law, including the Privacy Act of 1974. Disclosure of any non-federal records will be left to the submitting agencies under applicable jurisdictional law. Participating federal agencies agree to treat information, including any private proprietary information which is marked as such, as confidential to the extent authorized by law, including the Freedom of Information Act, 5 U.S.C. § 552, and the Privacy Act, 5 U.S.C. § 552a.

2. Each party will contribute or allow access to information, via N-DEx, and agrees

to permit the access, dissemination, and/or use of such information by every other party under the provisions of this MOU. The contributing and/or sharing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party, and ensuring that any access comports with any laws, regulations, policies, and procedures applicable to the accessing party.

3. A party may only access the N-DEx system when it has a legitimate need-to-know the information for an authorized law enforcement, criminal justice, counterterrorism, public safety, homeland security and/or national security purpose, after receiving appropriate training and/or any necessary certification(s) (e.g. NCIC, III). Specifically, the system may be used to develop criminal investigations and local crime trends, verify links between criminals in the community, and other law enforcement and criminal justice purposes. The system cannot be used for general licensing and employment purposes, background investigations of state, local, or federal employees, or any other non-law enforcement purpose. An accessing party may use information from the N-DEx system only for a legal law enforcement, criminal justice or homeland security purpose.

4. The information in the N-DEx system shall not be used to establish or verify the eligibility of, or continuing compliance with statutory and regulatory requirements by, applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under federal benefit programs, or to recoup payments or delinquent debts under such federal benefit programs, unless for a purpose identified in paragraph 3.

5. All monitoring of successful and unsuccessful N-DEx logon attempts, file access, correlations, type of transaction, and password changes will be established and maintained by the N-DEx system regardless of access means. All audit trail files shall be protected to prevent unauthorized changes or destruction. No additional requirements are being imposed by the N-DEx upon participating agencies.

6. Information in the system, including any analytical products, may be disseminated subject to the following requirements:

   a. Hard or electronic copies of documents retrieved from or made available through the system may not be provided to a participating or nonparticipating agency without the approval of the contributing/sharing

agency.

b. Information or summaries of information from or shared via the system may be shared with a non-participating law enforcement agency in the furtherance of a legitimate law enforcement investigation or for development of community crime analysis, pursuant to 6a above.

c. Immediate dissemination of information can be made if the recipient of the information determines that an emergency involving an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security requires dissemination without delay. The owner of the information shall be promptly notified of all disseminations made under this exception.

7. Sanctions for misuse of the system may be established by the CJIS Advisory Policy Board (APB). N-DEx will consider adopting the current FBI CJIS Sanctions procedure. Sanctions for misuse of the system may include removal from the system. This does not include other penalties by law.

I. Security

1. Each party will be responsible for designating those employees who should have access to the N-DEx system. This system has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, time of access to the system, and the information entered and/or queried. This system was developed with privacy and security in mind, and each participating member should ensure that access to system information is on a strictly need-to-know basis, and that all information is treated as law enforcement sensitive.

2. Each party agrees to use the same degree of care in protecting information accessed through N-DEx, pursuant to this MOU, as it exercises in respect of its own sensitive information. Each party agrees to restrict access to such information to only those of its (and its governmental superiors) officers, employees, detailees, agents, representatives, task force members, contractors/ subcontractors, consultants, or advisors with a "need-to-know" of such information.

3. Each party is responsible for training those employees authorized to access the N-DEx system regarding the use and dissemination of information obtained from the

system. Specifically, employees should have a clear understanding of the need to verify the information with the contributing party prior to using the information for purposes such as obtaining search and arrest warrants, affidavits, subpoenas, etc. Parties should also fully brief accessing employees regarding the proscriptions for using third party information as described in section H above.

J. Property

1. The equipment purchased by the FBI to support this effort will remain the property of the FBI. The FBI will also remain responsible for maintenance of any equipment owned by the FBI that is being used to support the N-DEx system.

2. Ownership of all property purchased by parties other than the FBI will remain the property of the purchasing party. The accessing party is responsible for configuring its computers to conform to the access requirements of the SBU server. Maintenance of the equipment purchased by the accessing party shall be the responsibility of that party.

K. Costs

Unless otherwise provided herein, or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has verbally agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before another party incurs an expense associated with the agreement. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

L. Liability

1. The N-DEx system is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform N-DEx functions shall not be considered employees of the N-DEx or of any other party for any purpose. The assigning party thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to the N-DEx functions.

2. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties agree to only be responsible for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction'(s) to which they are subject.

M. Governance

1. The parties recognize that the success of this project requires close cooperation by all parties. To this end, the N-DEx system will be operated under the CJIS APB shared management concept in which the parties will be represented in formulating operating policies and procedures. The parties agree to comply with all future policies and procedures developed by the CJIS APB. Additionally, the parties agree this document is subject to change by the CJIS APB by the adoption of policies pursuant to their authorized duty and advisory function. The verbiage of any policy, subsequently adopted by the APB, will override any existing inconsistent verbiage contained in this MOU.

2. Disagreements among the parties arising under or relating to this MOU shall be resolved only via consultation at the lowest practicable level by and between the affected parties and their sponsoring agencies (or as otherwise may be provided under any separate governance procedures) and will not be referred to any court, person or entity for settlement.

3. The parties may establish additional procedures for governance of the N-DEx system and in furtherance, thereof, may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the spirit, intent, or provisions of this MOU, and is sufficiently memorialized to meet the business purposes of the N-DEx governance (including adequately informing current and future parties). Such governance agreement(s) may, for instance, address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures, rules, and practices; meetings, quorums, and voting procedures; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

N. No Rights in Non-Parties

1. This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit,

substantive or procedural, enforceable at law or otherwise against the FBI, the Department of Justice, the United States, a party, or any state, locality, or other sponsor under whose auspices a party is participating in the N-DEx program, or the officers, directors, employees, detailees, agents, representatives, task force members, contractors, subcontractors, consultants, advisors, successors, assignees, or other agencies thereof.

O. Effective Date/Duration/Modification/Termination

1. This MOU shall become effective when duly authorized representatives of both parties have signed the document.

2. This MOU shall continue in force indefinitely for so long as it continues to advance the participants' mission purposes, contingent upon approval and availability of necessary funding.

3. This MOU may be modified upon the mutual written consent of both parties. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of N-DEx governance (including adequately informing current and future parties).

4. This MOU may be terminated at any time by the mutual written agreement of both parties. A party's duly authorized representative may also terminate the party's participation in the MOU upon written notice to the other party of not less than thirty (30) days. A party's participation may also be terminated involuntarily as may be provided in any applicable governance agreement.

5. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying parties. Similarly, if an individual party's participation in this MOU is terminated, the party will return any property to supplying parties, and the remaining parties will return any property supplied by the withdrawing party.

6. All information contributed to the N-DEx system by a terminating party will be removed from the N-DEx system, unless the agency offers no objections and provides permission to retain the data. However, data contributed by agencies

under the prototype MOU for the prototype system will be retained and used to populate the Operational system unless expressly prohibited by the contributing party. Additionally, data submitted under the operational MOU will also be used to populate the prototype system to continue testing of the data.

7. As to information in the N-DEx system during a party's participation under this MOU, the rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information shall survive any termination. This applies both as to a terminating party's disclosure and use of the other parties' information, and to the other parties' disclosure and use of a terminating party's information.

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated. A photocopy or faxed signature is as valid as the original.

FOR: Law Enforcement N-DEx

Daniel D. Roberts
Name

Signature

Assistant Director
Criminal Justice Information Services Division
Title

04/23/2010
Date

FOR: Washington State Patrol

David J. Karnitz
~~Jim Anderson~~
Name

Signature

Deputy Chief
~~Washington CJIS Systems Officer~~
Title

7-7-10
Date

C110220GSC

MEMORANDUM OF UNDERSTANDING

Received
AUG 03 2010
SDFC

PARTIES

This is an agreement of the following parties:

- Department of Commerce (COMMERCE), Community Services and Housing Division
- Washington State Patrol, Forensics Laboratory Services Bureau

PURPOSE

This memorandum establishes an agreement between the parties regarding the management of the Post Conviction DNA Analysis and Forensics Improvement Grants.

GUIDING PRINCIPLES

The following principles describe the intent of this Memorandum:

The 2010 legislature and the Governor directed Commerce to transfer management of the Post Conviction DNA Analysis and Forensics Improvement grants to the Washington State Patrol effective July 1, 2010. In order to minimize disruption of service, Commerce and the Washington State Patrol have made this agreement for implementation of the transfer of these programs.

GOALS AND OBJECTIVES

The signatories agree to work to achieve this transition with minimal disruption of service.

STRUCTURE

COMMERCE shall be represented by Rick Torrance, Managing Director, Community Services and Housing Division, 128 10th Avenue SW Olympia, WA 98504-2525, Telephone: 360-725-3025, Email: richard.torrance@commerce.wa.gov..

Washington State Patrol shall be represented by Larry D Hebert, Interim Director, Forensics Laboratory Services Bureau, Telephone: 206-262-6000, Email: larry.hebert@wsp.wa.gov.

COMMITMENTS

The Parties to this MOU agree to:

Commerce will manage the open 2008 Post Conviction DNA Analysis grant until it is closed out. Commerce has applied for the 2010 grant. If Commerce receives this grant, Commerce will request to close the grant and provide assistance to the Washington State Patrol in reapplying for the grant.

Commerce will manage the open 2008 and 2009 Forensics Improvement grants until they are closed out. The Washington State patrol has applied for the 2010 grant.

TERMS

This agreement is effective upon the signature of both parties and will terminate once all of the commitments have been met. This agreement may be terminated with the written consent of both parties.

Department of Commerce

Dan McConnon

Signature of Dan McConnon

Assistant Director

Title

8/16/10

Date

Washington State Patrol

FOR: *Signature of John R. Batiste* David J. Karnitz

Chief

Deputy Chief

Title

7-30-10

Date

PARTIES AND AUTHORITY:
This Memorandum of Understanding (MOU) is entered into by the WASHINGTON STATE PATROL and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *(See also)* "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. *(See also)* Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. *(See also)* 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:
The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the DFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the DFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:
The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

PERSONNEL:
In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.
Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:
If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice must be submitted to the District Chief Deputy, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease must provide supporting documentation including receipts.

VEHICLES AND EQUIPMENT:
Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:
Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:
Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:
All members of the DFTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA
Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:
This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

for W. J. Howe
United States Marshal

Participant Agency Representative – Washington State Patrol

Assistant Director, IOD

C110241FED

UNITED STATES MARSHALS SERVICE
WESTERN DISTRICT OF WASHINGTON
MEMORANDUM OF UNDERSTANDING (MOU)
OBLIGATING DOCUMENT

Pursuant to the Memorandum of Understanding between the United States Marshals Service Western District of Washington and Washington State Patrol, funding for state and local agencies in support of Operation CROW is:
_X_ Obligated ___ Decreased ___ Increased for the period of performance August 17, 2010 through August 20, 2010.

Appropriation Data:

Obligation Number: D86-10-0393 **(Place this number on all requests for reimbursement)**

FY: 2010 Fund: 0324A Project: FWB2000F SOC: 2599

Purpose: Law Enforcement Services

Dollar amount: $3360.00

New net amount to the obligation is $3360.00

This obligation document serves as notification of funding provided to support state and local agencies participating in Operation CROW subject to the availability of funds. The United States Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation. Upon receipt of proper documentation for these purchases, the U.S. Marshals Service will issue reimbursements to state and local agencies for these expenses.

Certification of Funds: _____ Date: 8/13/10
Stephen E. Blue, Administrative Officer

Authorization: _____ Date: 8/13/10
for W. J. Hawe, U.S. Marshal

Acknowledgement: _____ Date: 8-25-10
(Signature)
D. J. Karnitz, Deputy Chief
(Typed/printed name and title)

C110241FED

U.S. Department of Justice
United States Marshals Service

INVESTIGATIVE OPERATIONS OBLIGATION DOCUMENT

Section 1: Obligation Number

D86-11-0250

Section 2: Participating Agencies

Notification to state and local agencies of funding provided in support of US Marshals Service operations, pursuant to the Memorandum of Understanding (MOU) between

WASHINGTON STATE PATROL

And

The United States Marshals Service (USMS)

W/Washington (86)

Section 3: Project/Operation Name

OPERATION ROUST

Section 4: Period of Performance

Aug 15, 2011 through Sep 15, 2011

Section 5: Appropriate Data

FY: [Year]	Fund:	Org/District #	Project:	SOC:	Purpose:	Dollar Amount:
FY				2100	Travel, Per Diem	$0.00
FY				2532	Investigative Expense	$0.00
FY 2011	0324A	D86 W/WA	FWB3000F	2600	Supplies & Materials	$324.82
FY 2011	0324A	D86 W/WA	FWB3000F	2599	State & Local Overtime	$10,000.00
FY						$0.00
FY						$0.00
FY						$0.00
					Total Obligation Amount:	$10,324.82

Section 6: Contact Information

District/RFTF POC:	State/Local POC:
Name: BRIAN ALLAN, SOIC	Name:
Phone: 206-370-8615	Phone:
E-mail: brian.allan@usdoj.gov	E-mail:

Section 7: Authorization

This obligation document serves as notification of funding provided to support state and local agencies participating in US Marshals Service Operations subject to the availability of funds. The US Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

Certification of Funds: _____ Date: 7/27/11
STEPHEN E. BLUE, AO
USMS Administrative Representative

Obligation Approval: _____ Date: 7/27/2011
JACK WILLIAMS, ACDUSM
USMS Operational Representative

Acknowledgement: _____ Date: 8-2-11
[Type Name/Here] David J. Karnitz, Deputy Chief
Department Representative Washington State Patrol

Form USM-614
Est. 10/10

C11024IFED

UNITED STATES MARSHALS SERVICE
WESTERN DISTRICT OF WASHINGTON
MEMORANDUM OF UNDERSTANDING (MOU)
OBLIGATING DOCUMENT

Pursuant to the Memorandum of Understanding between the United States Marshals Service Western District of Washington and Washington State Patrol, funding for state and local agencies in support of Operation Hide & Seek is: _X_ Obligated ___ Decreased ___ Increased for the period of performance December 12, 2011 through December 23, 2011.

Appropriation Data:

Obligation Number: D86-12-0059 **(Place this number on all requests for reimbursement)**

FY: 2012 Fund: 0324A Project: FWB3000F SOC: 2599

Purpose: Law Enforcement Services

Dollar amount: $1500.00

New net amount to the obligation is $1500.00

This obligation document serves as notification of funding provided to support state and local agencies participating in Operation Hide & Seek subject to the availability of funds. The United States Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation. Upon receipt of proper documentation for these purchases, the U.S. Marshals Service will issue reimbursements to state and local agencies for these expenses.

Certification of Funds: _____ Date: 12/13/11
Stephen E. Blue, Administrative Officer

Authorization: _____ Date: 12/13/2011
Jack F. Williams, ACDUSM

Acknowledgement: _____ Date: 12-14-11
(Signature)
David J. Karnitz, Deputy Chief
(Typed/printed name and title)

UNITED STATES MARSHALS SERVICE
WESTERN DISTRICT OF WASHINGTON
MEMORANDUM OF UNDERSTANDING (MOU)
OBLIGATING DOCUMENT

Pursuant to the Memorandum of Understanding between the United States Marshals Service Western District of Washington and Washington State Patrol, funding for state and local agencies in support of Operation Hide & Seek is: _X_ Obligated ___ Decreased ___ Increased for the period of performance December 12, 2011 through December 23, 2011.

Appropriation Data:

Obligation Number: D86-12-0059 **(Place this number on all requests for reimbursement)**

FY: 2012 Fund: 0324A Project: FWB3000F SOC: 2599

Purpose: Law Enforcement Services

Dollar amount: $1500.00

New net amount to the obligation is $1500.00

This obligation document serves as notification of funding provided to support state and local agencies participating in Operation Hide & Seek subject to the availability of funds. The United States Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation. Upon receipt of proper documentation for these purchases, the U.S. Marshals Service will issue reimbursements to state and local agencies for these expenses.

Certification of Funds: _____ Date: 12/13/11
Stephen E. Blue, Administrative Officer

Authorization: _____ Date: 12/13/2011
Jack F. Williams, ACDUSM

Acknowledgement: _____ Date: 12-14-11
(Signature)
David J. Karnitz, Deputy Chief
(Typed/printed name and title)

U.S. Department of Justice
United States Marshals Service

C110241FED

INVESTIGATIVE OPERATIONS OBLIGATION DOCUMENT

Section 1: Obligation Number

D86-12-0178

Section 2: Participating Agencies

Notification to state and local agencies of funding provided in support of US Marshals Service operations, pursuant to the Memorandum of Understanding (MOU) between

WASHINGTON STATE PATROL

And

The United States Marshals Service (USMS)

W/Washington (86)

Section 3: Project/Operation Name

OPERATION INTERCEPT

Section 4: Period of Performance

Apr 4, 2012 through May 25, 2012

Section 5: Appropriate Data

FY: [Year]	Fund:	Org/District #	Project:	SOC:	Purpose:	Dollar Amount:
FY				2100	Travel, Per Diem	$0.00
FY				2532	Investigative Expense	$0.00
FY 2012	0324A	D86 W/WA	FWB3000F	2600	Supplies & Materials	$2,216.00
FY 2012	0324A	D86 W/WA	FWB3000F	2599	State & Local Overtime	$6,600.00
FY						$0.00
FY						$0.00
FY						$0.00
					Total Obligation Amount:	$8,816.00

Section 6: Contact Information

District/RFTF POC:	State/Local POC:
Name: BRIAN ALLAN	Name:
Phone: 206-370-8615	Phone:
E-mail: brian.allan@usdoj.gov	E-mail:

Section 7: Authorization

This obligation document serves as notification of funding provided to support state and local agencies participating in US Marshals Service Operations subject to the availability of funds. The US Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

Certification of Funds: S. E. B. — Date: 4/4/12
Stephen E. Blue, Administrative Officer
USMS Administrative Representative

Obligation Approval: — Date: 4/12/2012
Jack Williams, ACDUSM
USMS Operational Representative

Acknowledgement: — Date: 4-18-12
David J. Karnitz, Deputy Chief
Department Representative

Form USM-614
Est. 10/10

U.S. Department of Justice
United States Marshals Service

C110241FED

INVESTIGATIVE OPERATIONS OBLIGATION DOCUMENT

Section 1: Obligation Number

D86-12-0178

Section 2: Participating Agencies

Notification to state and local agencies of funding provided in support of US Marshals Service operations, pursuant to the Memorandum of Understanding (MOU) between

WASHINGTON STATE PATROL

And

The United States Marshals Service (USMS)

W/Washington (86)

Section 3: Project/Operation Name

OPERATION INTERCEPT

Section 4: Period of Performance

Apr 4, 2012 through May 25, 2012

Section 5: Appropriate Data

FY: [Year]	Fund:	Org/District #	Project:	SOC:	Purpose:	Dollar Amount:
FY				2100	Travel, Per Diem	$0.00
FY				2532	Investigative Expense	$0.00
FY 2012	0324A	D86 W/WA	FWB3000F	2600	Supplies & Materials	$2,216.00
FY 2012	0324A	D86 W/WA	FWB3000F	2599	State & Local Overtime	$6,600.00
FY						$0.00
FY						$0.00
FY						$0.00
					Total Obligation Amount:	$8,816.00

Section 6: Contact Information

District/RFTF POC:	State/Local POC:
Name: BRIAN ALLAN	Name:
Phone: 206-370-8615	Phone:
E-mail: brian.allan@usdoj.gov	E-mail:

Section 7: Authorization

This obligation document serves as notification of funding provided to support state and local agencies participating in US Marshals Service Operations subject to the availability of funds. The US Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

Certification of Funds: S. E. Blue — 4/11/12
Stephen E. Blue, Administrative Officer
USMS Administrative Representative — **Date**

Obligation Approval: — 4/12/2012
Jack Williams, ACDUSM
USMS Operational Representative — **Date**

Acknowledgement: — 4-19-12
David J. Karnitz, Deputy Chief
Department Representative — **Date**

Form USM-614
Est. 10/10

C110241FED

U.S. Department of Justice
United States Marshals Service

Investigative Operations Modification Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

STARS OBLIGATION #: D86-12-0178

SECTION 2: PARTICIPATING AGENCIES

The United States Marshals Service will modify funding provided pursuant to the Memorandum of Understanding (MOU) in place between:

WASHINGTON STATE PATROL

and

Western District of Washington (86)

All other terms and conditions of the MOU remain the same.

SECTION 3: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2012	D86	0324A	FWB3000F	2599 - Overtime

Original Funded Amount: $6,600.00
Adjusted Amount: $10,000.00
Revised Amount: $16,600.00

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2012	D86	0324A	FWB3000F	2699 - Supplies

Original Funded Amount: $2,216.00
Adjusted Amount: $0.00
Revised Amount: $2,216.00

SECTION 4: DESCRIPTION OF MODIFICATION

Additional funding for reimbursable OT costs.

SECTION 5: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:	STATE/LOCAL CONTACT:
Name: Brian Allan	Name:
Phone: 206-370-8615	Phone:
E-mail: brian.allan@usdoj.gov	E-mail:

SECTION 6: AUTHORIZATION

USMS Administrative Representative - Certification of Funds:

Signature: S. E. B. Date: 6/13/12

Stephen E. Blue, Administrative Officer

USMS Operational Representative - Obligation Approval:

Signature: J. F. W. Date: 6/13/2012

John F. Williams, ACDUSM

Departmental Representative - Acknowledgement:

Signature: D. J. K. Date: 6/19/12

David J. Karnitz, Deputy Chief

C110241FED

U.S. Department of Justice
United States Marshals Service

Investigative Operations Modification Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

STARS OBLIGATION #: D86-12-0178

SECTION 2: PARTICIPATING AGENCIES

The United States Marshals Service will modify funding provided pursuant to the Memorandum of Understanding (MOU) in place between:

WASHINGTON STATE PATROL

and

Western District of Washington (86)

All other terms and conditions of the MOU remain the same.

SECTION 3: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2012	D86	0324A	FWB3000F	2599 - Overtime

Original Funded Amount: $6,600.00
Adjusted Amount: $10,000.00
Revised Amount: $16,600.00

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2012	D86	0324A	FWB3000F	2699 - Supplies

Original Funded Amount: $2,216.00
Adjusted Amount: $0.00
Revised Amount: $2,216.00

SECTION 4: DESCRIPTION OF MODIFICATION

Additional funding for reimbursable OT costs.

SECTION 5: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:	STATE/LOCAL CONTACT:
Name: Brian Allan	Name:
Phone: 206-370-8615	Phone:
E-mail: brian.allan@usdoj.gov	E-mail:

SECTION 6: AUTHORIZATION

USMS Administrative Representative - Certification of Funds:

Signature: _____ Date: 6/13/12

Stephen E. Blue, Administrative Officer

USMS Operational Representative - Obligation Approval:

Signature: _____ Date: 6/13/2012

John F. Williams, ACDUSM

Departmental Representative - Acknowledgement:

Signature: _____ Date: 6-19-12

David J. Karnitz, Deputy Chief

C110241FED

U.S. Department of Justice
United States Marshals Service

Investigative Operations Modification Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

STARS OBLIGATION #: D86-12-0178

SECTION 2: PARTICIPATING AGENCIES

The United States Marshals Service will modify funding provided pursuant to the Memorandum of Understanding (MOU) in place between:

WASHINGTON STATE PATROL

and

Western District of Washington (86)

All other terms and conditions of the MOU remain the same.

SECTION 3: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2012	D86	0324A	FWB3000F	2599 - Overtime

Original Funded Amount: $16,600.00
Adjusted Amount: ($7,286.68)
Revised Amount: $9,313.32

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2012	D86	0324A	FWB3000F	2699 - Supplies

Original Funded Amount: $2,216.00
Adjusted Amount: ($1,058.86)
Revised Amount: $1,157.14

SECTION 4: DESCRIPTION OF MODIFICATION

Recoupment of excess funds upon completion of Operation Intercept

SECTION 5: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:	STATE/LOCAL CONTACT:
Name: Brian Allan	Name:
Phone: 206-370-8615	Phone:
E-mail: brian.allan@usdoj.gov	E-mail:

SECTION 6: AUTHORIZATION

USMS Administrative Representative - Certification of Funds:

Signature: _____ Date: 08/27/12

Erik E. Lindebak, Purchasing Agent

USMS Operational Representative - Obligation Approval:

Signature: _____ Date: 8/27/2012

John F. Williams, ACDUSM

Departmental Representative - Acknowledgement:

Signature: _____ Date: 8/28/12

WSP No. C110284GSC
Amendment 1

WASHINGTON STATE PATROL
MEMORANDUM OF UNDERSTANDING AMENDMENT
RADIO FREQUENCY USE

The above-referenced Memorandum of Understanding (MOU) between the Washington State Patrol and the United States Department of Homeland Security, Customs and Border Protection is hereby amended as follows:

a. Exhibit A, Radio Frequency Authorization Request, is revised to include the following frequencies:

NAME	Transmit (TX) MHz	TX PL TONE	TX PL CODE	Receive (RX) MHz	RX PL TONE	RX PL CODE	HOW MANY RADIOS?	
							MOBILE	PORTABLE
Code 30(f)			2Z	Code 30(f)		2Z	50	50
							50	50
							50	50
NLEC	155.475	Code 30(f)		155.475	Code 30(f)		15	15
Code 30(f)			4A	Code 30(f)		4A	15	15
			4A			4A	15	15

All other terms and conditions of this MOU remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

Signature Date 6/7/12

Jeff Hogdahl, Contracts Manager
Printed Name and Title

U.S. Department of Homeland Security
Customs and Border Protection

Signature Date 5-11-12

John C. Bates, Chief Patrol Agent
Printed Name and Title

WSP No. C110284GSC
Amendment 2

WASHINGTON STATE PATROL
AGREEMENT AMENDMENT 2

The above-referenced Contract between the Washington State Patrol and U.S. Customs and Border Protection is hereby amended as follows:

a. The Period of Performance is extended through June 30, 2019.

All other terms and conditions of this Agreement remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

FOR U.S. CUSTOMS AND BORDERS PROTECTION	FOR THE WASHINGTON STATE PATROL
Signature: [signature] Date: 1/13/15	Signature: [signature] Date: 11/7/14
Printed Name and Title: DAN HARRIS, JR CHIEF PATROL AGENT	Printed Name and Title: [illegible], Grants & Contracts Manager

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

UNITED STATES DEPARTMENT OF HOMELAND SECURITY
CUSTOMS AND BORDER PROTECTION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the United States Department of Homeland Security, Customs and Border Protection, hereinafter referred to as the "Department." This MOU is authorized under the provisions of Chapter 39.34 of the Revised Code of Washington.

THE PURPOSE OF THIS MOU is for WSP to allow the Department to use the radio frequencies identified in this MOU for the furtherance of public safety and interoperability.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

FREQUENCY USE PERMIT

WSP grants to the Department permission to transmit and receive on the frequencies identified on the Radio Frequency Use Authorization Request form attached to this MOU as Exhibit A (Radio Requency Authorization Request) and incorporated into this MOU.

DEPARTMENT RESPONSIBILITIES

The Department agrees to use the Frequencies:

- For mutual aid or emergency situation only.
- Consistent with Federal Communications Commission (FCC) rules and regulations contained in CFR 47, Part 90.
- Using procedures consistent with the WSP's established procedures. These procedures can be identified by contacting the training officer at the local communications center of the WSP.

Additional terms and conditions for Department use of the Frequencies are:

- The Department and its employees or agents performing under this MOU are not employees or agents of the WSP.
- Permission for use of the Frequencies, and any claim arising under such permission, is not assignable or delegable by the Department either in whole or in part.

Nothing in this MOU is intended to conflict with current law or regulation or the directives of the Customs and Border Protection or Department of Homeland Security. If a term of this agreement is inconsistent with such authority, then that term shall be invalid and the remaining terms and conditions of this MOU shall remain in full force and effect. Nothing resulting from this agreement shall constitute a violation of the Anti-Deficiency Act, 31 U.S.C. 1341 (et. seq.). Additionally, the roles and responsibilities outlined in this agreement are non-reimbursable.

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this MOU shall commence on the date of final signature and be completed on June 30, 2014, unless terminated sooner as provided herein.

COMPLIANCE WITH CIVIL RIGHTS LAWS

During the period of performance for this MOU, both parties shall comply with all federal nondiscrimination laws.

RECORDS MAINTENANCE

Both parties to this MOU shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this MOU for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

MOU MANAGEMENT

The work described herein shall be performed under the coordination of Mr. Jason E. Carroll of the Department; and Mr. Marty Knorr of WSP for issues related to operational procedures and radio training, and Mr. Robert Schwent of WSP for other issues; or their successors or designees. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.

LIABILITY

The Department, in the manner and to the extent provided by the Federal Tort Claims Act (28 U.S.C. §§ 2671 – 2680), shall be liable for claims for damages or loss of property, personal injury or death caused by the acts or omissions of the United States government, its officers, employees, and agents acting in the scope of their employment with the United States government.

MOU ALTERATIONS AND AMENDMENTS

This MOU may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

WSP may at any time terminate permission for the Department to use the frequencies identied in this MOU.

ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations;
2. General Terms and Conditions contained in this MOU
3. Any other provisions of the MOU, whether incorporated by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU.

State of Washington
Washington State Patrol

FOR: John R. Batiste, Chief

9/24/10
Date

United States Department of Homeland Security
Customs and Border Protection

Signature Chief

09/09/10
Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

RECEIVED
AUG 19 2010

RECEIVED
AUG 18 2010

RADIO FREQUENCY USE AUTHORIZATION REQUEST

WSP REQUESTOR

NAME		TODAY'S DATE	DIST / DET
TSB FIELD OPERATIONS BUREAU Captain C. Stephen Sutton		7/21/2010	08/00
BUREAU	**DIVISION/DISTRICT/SECTION**	**MAIL STOP**	**WORK PHONE**
FOB	District Eight	WB-16	(360) 405-6608

CONTACT INFORMATION FOR OTHER AGENCY

NAME	AGENCY		
Jason E. Carroll	U.S. DHS, Customs and Border Protection (CBP)		
ADDRESS	**CITY**	**COUNTY**	**ZIP CODE**
138 West 1st St, Box 9, Room 207	Port Angeles	Clallam	98362
PHONE NUMBER	**FAX NUMBER**		**STATE**
(360.452.5970 x 302			WA

RECEIVED - WSP
AUG 17 2010
COMMUNICATIONSDIVISION

E-MAIL
jason.carroll@dhs.gov

☒ REQUEST TO USE WSP FREQUENCIES ☐ REQUEST TO USE ANOTHER AGENCY'S FREQUENCIES

SERVICES REQUESTED
(Fees may apply)

RECEIVED
AUG 20 2010
BUDGET & FISCAL
WSP

☐ Radio programming ☐ Radio maintenance and repair ☐ Dispatch service
☐ Record maintenance ☐ Radio Procedures Training
☐ Other *(Describe)*:

AUTHORIZATION

Comments:
Requesting access to Port Angeles area frequency F2 for interoperability purposes on Olympic Peninsula

DIVISION/DISTRICT COMMANDER — DATE: 07/21/10 — APPROVE ☒ Yes ☐ No
Comments: Recommend Approval

ELECTRONIC SERVICES DIVISION — DATE: 8/16/2010 — VERIFIED ☑ Yes ☐ No
Comments: Recommend Approval!

COMMUNICATIONS — DATE: 8-17-2010 — VERIFIED ☑ Yes ☐ No
Comments:

FIELD OPERATIONS BUREAU ASSISTANT CHIEF — DATE: 8-18-10 — VERIFIED ☒ Yes ☐ No
Comments:

TECHNICAL SERVICES BUREAU ASSISTANT CHIEF — DATE: 8/19/10 — APPROVE ☒ Yes ☐ No
For McLeod

ADMINISTRATIVE ACCEPTANCE

Comments:

BUDGET AND FISCAL SERVICES — DATE: 8/27/10 — VERIFIED ☒ Yes ☐ No

3000-380-001 (7/05)

FCC LICENSES INFORMATION

FREQUENCIES REQUESTED

	FCC Call Sign	NAME	TRANSMIT (TX) MHz	TX PL TONE	TX PL CODE	RECEIVE (RX) MHz	RX PL TONE	RX PL CODE	HOW MANY RADIOS? MOBILE	PORTABLE
1		Code 30(f)			2Z	Code 30(f)		2Z	50	50
2									50	50
3									50	50
4										
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Comments:

FCC LICENSES INFORMATION

FREQUENCIES REQUESTED

	FCC Call Sign	NAME	TRANSMIT (TX) MHz	TX PL TONE	TX PL CODE	RECEIVE (RX) MHz	RX PL TONE	RX PL CODE	HOW MANY RADIOS? MOBILE	PORTABLE
1		Code 30(f)			2Z	Code 30(f)		2Z	50	50
2									50	50
3									50	50
4										
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Comments:

C110347FED

TACTICAL DIVERSION SQUAD (TDS)

SEATTLE FIELD DIVISION

U.S. DRUG ENFORCEMENT ADMINISTRATION

Equitable Sharing Agreement

The TDS Task Force exists to investigate violations of federal and state drug laws. The Task Force is comprised of law enforcement personnel from a variety of state and local agencies and is overseen by the U.S. Drug Enforcement Administration.

In regards to all assets seized resulting from enforcement action by the TDS Task Force, this agreement addresses the division of all assets seized and forfeited from enforcement action by the TDS Task Force under the Revised Code of the State of Washington 69.50.505, RCW 10.105.010, RCW 9A.83.030.

Proceeds from the TDS Task Force activities shall be shared in equal percentage, except that the agency that handles the forfeiture action shall receive 10 percent (10%) to cover the administrative fees associated with the forfeiture action. Final distribution of the funds may have to consider a non-Task Force Agency's contribution and assistance, thus allowing that agency to share in forfeiture proceeds. The agency that seizes and forfeits the proceeds will pay the required ten percent (10%) remittance to the State of Washington from the net proceeds prior to disbursement of the proceeds.

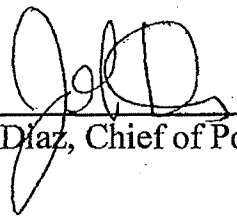
Each member agency of the task force agrees that it will share equally in any liability costs arising from the seizure of any real and/or personal property including, but not limited to, costs associated with the claimant's attorney's fees/costs, and any other costs mandated by the hearing examiner or judge.

Each member agency of the task force acknowledges that any attorney who represents an agency has an attorney-client relationship only with his or her respective agency.

This agreement shall be reviewed annually and updated as necessary in writing to reflect agency contributions to the TDS Task Force. If no update is necessary, this agreement shall continue in full force and effect until revoked by any of the agencies involved in the task force

By signing below, my agency agrees to the terms of this equitable sharing agreement for the TDS Task Force seizures subsequent to the execution of this agreement.

1. **Seattle Police Department**



John Diaz, Chief of Police — Date: 12/1/10

2. **Shoreline Police Department**

Daniel Pingrey, Chief of Police

09/24/10
Date

3. **Tacoma Police Department**

Don Ramsdell, Chief of Police — Date 11/9/10

4. **Washington State Patrol**

D. A K
John Batiste, Chief of Police
David J. Karnitz, Deputy Chief

10-4-10
Date

APPROVED AS TO FORM
ASSISTANT ATTORNEY GENERAL

C110413GSC

TACTICAL DIVERSION SQUAD (TDS)
SEATTLE FIELD DIVISION
U.S. DRUG ENFORCEMENT ADMINISTRATION
Equitable Sharing Agreement

Regarding all asset seizures resulting from enforcement action by the TDS Task Force, whose investigative efforts are focused on violations of federal/state drug laws, this agreement outlines the division of forfeited assets. Member agencies agree that all federal forfeiture proceeds from TDS Task Force activities shall be shared in equal percentage.

These equal percentages represent the quantitative and qualitative contributions of each agency to the overall operations of the TDS Task Force. Further, by this Agreement, the parties acknowledge that all sharing of equal forfeitures will be in accord with the Federal Guide to Asset Sharing for State and Local Law Enforcement Agencies.

This agreement shall be reviewed annually and updated as necessary to reflect agency contributions to the TDS Task Force. If no update is necessary, this agreement shall continue in full force and effect until revoked in writing by the DEA Special Agent in Charge.

By signing below, my agency agrees to the terms of this equitable sharing agreement for the TDS Task Force seizures subsequent to the execution of this agreement, and agrees to the terms of the Federal Guide to Asset Sharing for State and Local Law Enforcement Agencies.

1. Shoreline Police Department

Daniel Pingrey, Chief _____ _____
Signature date

2. Washington State Patrol

G. Curt Hattell, Assistant Chief
John Batiste, Chief _____ 10-19-10
Signature date

3. Seattle Police Department

John Diaz, Chief _____ _____
Signature date

4. Tacoma Police Department

Don Ramsdell, Chief _____ _____
Signature date

5. Drug Enforcement Administration

Mark C. Thomas, Acting SAC _____ SEP 28 2010
Signature date

TACTICAL DIVERSION SQUAD (TDS)
SEATTLE FIELD DIVISION
U.S. DRUG ENFORCEMENT ADMINISTRATION
Equitable Sharing Agreement

Regarding all asset seizures resulting from enforcement action by the TDS Task Force, whose investigative efforts are focused on violations of federal/state drug laws, this agreement outlines the division of forfeited assets. Member agencies agree that all federal forfeiture proceeds from TDS Task Force activities shall be shared in equal percentage.

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By signing below, my agency agrees to the terms of this equitable sharing agreement for the TDS Task Force seizures subsequent to the execution of this agreement, and agrees to the terms of the Federal Guide to Asset Sharing for State and Local Law Enforcement Agencies.

1. **Shoreline Police Department**

Daniel Pingrey, Chief _____ 09/29/10
Signature date

2. **Washington State Patrol**

John Batiste, Chief _____ _____
Signature date

3. **Seattle Police Department**

John Diaz, Chief _____ _____
Signature date

4. **Tacoma Police Department**

Don Ramsdell, Chief _____ _____
Signature date

5. **Drug Enforcement Administration**

Mark C. Thomas, Acting SAC _____ SEP 28 2010
Signature date

TACTICAL DIVERSION SQUAD (TDS)
SEATTLE FIELD DIVISION
U.S. DRUG ENFORCEMENT ADMINISTRATION
Equitable Sharing Agreement

Regarding all asset seizures resulting from enforcement action by the TDS Task Force, whose investigative efforts are focused on violations of federal/state drug laws, this agreement outlines the division of forfeited assets. Member agencies agree that all federal forfeiture proceeds from TDS Task Force activities shall be shared in equal percentage.

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By signing below, my agency agrees to the terms of this equitable sharing agreement for the TDS Task Force seizures subsequent to the execution of this agreement, and agrees to the terms of the Federal Guide to Asset Sharing for State and Local Law Enforcement Agencies.

1. **Shoreline Police Department**

Daniel Pingrey, Chief _____ _____
Signature date

2. **Washington State Patrol**

John Batiste, Chief _____ _____
Signature date

3. **Seattle Police Department**

John Diaz, Chief _____ 11/4/10
Signature date

4. **Tacoma Police Department**

Don Ramsdell, Chief _____ _____
Signature date

5. **Drug Enforcement Administration**

Mark C. Thomas, Acting SAC _____ SEP 28 2010
Signature date

TACTICAL DIVERSION SQUAD (TDS)
SEATTLE FIELD DIVISION
U.S. DRUG ENFORCEMENT ADMINISTRATION
Equitable Sharing Agreement

Regarding all asset seizures resulting from enforcement action by the TDS Task Force, whose investigative efforts are focused on violations of federal/state drug laws, this agreement outlines the division of forfeited assets. Member agencies agree that all federal forfeiture proceeds from TDS Task Force activities shall be shared in equal percentage.

These equal percentages represent the quantitative and qualitative contributions of each agency to the overall operations of the TDS Task Force. Further, by this Agreement, the parties acknowledge that all sharing of equal forfeitures will be in accord with the Federal Guide to Asset Sharing for State and Local Law Enforcement Agencies.

This agreement shall be reviewed annually and updated as necessary to reflect agency contributions to the TDS Task Force. If no update is necessary, this agreement shall continue in full force and effect until revoked in writing by the DEA Special Agent in Charge.

By signing below, my agency agrees to the terms of this equitable sharing agreement for the TDS Task Force seizures subsequent to the execution of this agreement, and agrees to the terms of the Federal Guide to Asset Sharing for State and Local Law Enforcement Agencies.

1. **Shoreline Police Department**

Daniel Pingrey, Chief _____ _____
Signature date

2. **Washington State Patrol**

John Batiste, Chief _____ _____
Signature date

3. **Seattle Police Department**

John Diaz, Chief _____ _____
Signature date

4. **Tacoma Police Department**

Don Ramsdell, Chief _____ 3/21/11
Signature date

5. **Drug Enforcement Administration**

Mark C. Thomas, Acting SAC _____ SEP 28 2010
Signature date

(Revised 5/5/2005)
Annual Site Renewal (NS)

FBI Division IW
Site Name Code 30(f)
License Exp. Date 09/30/2020

STANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

Reference is made to the agreement dated 10/25/2010

between the LICENSOR: Washington State Patrol

P.O. Box 42602

8623 Armstrong Road SW

Olympia, WA 98504-2602

P.O.C. Cindy L. Haider

P.O.C. Phone (360) 596-4071

and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

for the use of the following facilities: Sumas Mountain IW_SE-100

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2011 and ending on September 30, 2012. The extension of this License Agreement is contingent upon Congressional approval of FY-2012 funding. License fee is $873.00 (electric & rent) a year. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

U.S. DEPARTMENT OF JUSTICE
Federal Bureau of Investigation

By: Rosemary Lynn Mears

Title: ENGINEERING SUPPORT SPECIALIST

Date: July 28, 2011

Please provide or correct the following information:

Taxpayer Identification # Code 45

Depositor Account Number: Code 51(c)

Bank Routing Number (9-Digits): 123308825

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto https://www.ipp.gov/ and register with the IPP system.

FBI Vendor # was9850402

12-201 (Rev. 9-6-2006

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/09/2012	S20TD1024			1

6. To Contractor (Name, Address and Zip Code):
WASHINGTON STATE PATROL
P.O. BOX 42602
OLYMPIA WA 98504-2609

7. Ship to (Consigned and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: JAMES HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROCUREMENT SECTION
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, DC 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: JAMES HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	CONTRACT #:*-OPEN MARKET DUE DATE:09/30/2012				
0001	W058 00-FBI-0003	1	EA	873.000	873.00
	ANTENNA RENT & ELECTRIC [redacted]				
	PLEASE ACKNOWLEDGE ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS ORDER BY SIGNING AND RETURNING THE ENCLOSED YELLOW COPY WITHIN 10 DAYS TO ISSUING OFFICE IN BOX # 8.				
	* *				
	* 5/18/12 *				
	(SIGNATURE) (DATE)				
	THIS ORDER COVERS THE PERIOD 10/01/2011 THROUGH 09/30/2012				
	********** CONFIRMING ORDER **********				
	FEDERAL STATUTE REQUIRES THAT THE FEDERAL GOVERNMENT PAY IN ARREARS ONLY. THEREFORE, BILLING SHOULD BE MONTHLY OR QUARTERLY (TITLE 31, U.S.C. SECTION 3324).				

14. Type of Order

☐ **A. Purchase -** Please furnish the following under the terms, and Conditions specified on both sides of this order, the above quotation number if indicated, and the attached sheets, if any, include delivery as indicated.

☐ **B. Delivery -** This delivery order is subject to instructions contained on this side only of this form and it is issued subject to the terms and conditions above-numbered contract.

15. Grand Total XXXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payment Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 9-6-2006

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/09/2012	S20TD1024			2

6. To Contractor (Name, Address and Zip Code):
WASHINGTON STATE PATROL
P.O. BOX 42602
OLYMPIA WA 98504-2609

7. Ship to (Consigned and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: JAMES HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROCUREMENT SECTION
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, DC 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: JAMES HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
	ALL PAYMENTS BY THE GOVERNMENT UNDER THIS ORDER SHALL BE MADE BY ELECTRONIC FUNDS TRANSFER (EFT). IF THE VENDOR IS NOT ENROLLED TO RECEIVE PAYMENTS ELECTRONICALLY, THEN YOU WILL BE REQUIRED TO COMPLETE THE ENROLLMENT FORM AND SUBMIT IT TO: FBI, COMMERCIAL PAYMENTS UNIT RM. 1987, J. EDGAR HOOVER BLDG 935 PENNSYLVANIA AVENUE N.W. WASHINGTON, DC 20535 NONCOMPLIANCE WILL RESULT IN NONPAYMENT. INVOICES WILL NOT BE REQUIRED TO BE SUBMITTED FOR THIS PURCHASE ORDER. PAYMENT WILL BE AUTOMATICALLY MADE ON A PREDETERMINED DAY AT THE END OF EACH MONTH. PLEASE CALL MS. VIRGINIA SALDANA (202) 324-3227 IF THERE ARE ANY PROBLEMS WITH PAYMENTS. **********FOR FBI INFO ONLY********** FD-369 #396546, CC J7OW1826, SOC 532305, RLM				

14. Type of Order

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☐ **B. Delivery** - This delivery order is subject to instructions contained on this side only of this form and it is issued subject to the terms and conditions above-numbered contract.

CONTRACTOR NUMBER WAS9850402

15. Grand Total 873.00

See Instructions on Reverse

Point of Contact - Purchase Order Information:
KELLY A. HADEN
703-985-6714

Point of Contact - Invoice Payment Status:
Commercial Payment Unit - (202) 324-5614

16. United States of America
By *(Signature)* Kelly A. Haden

17. Name *(Typed)* Kelly A. Haden
Title: Contracting Officer Program Manager
Federal Bureau of Investigation

KAH

ORIGINAL

12-201 (Rev. 9-6-2006

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/09/2012	S20TD1024			1

6. To Contractor (Name, Address and Zip Code):
WASHINGTON STATE PATROL
P.O. BOX 42602
OLYMPIA WA 98504-2609

7. Ship to (Consigned and address, Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: JAMES HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

8. Issuing Office (Address correspondence to):
FEDERAL BUREAU OF INVESTIGATION
PROCUREMENT SECTION
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, DC 20535

9. Send Invoice to: (Name, Address and Zip Code):
FEDERAL BUREAU OF INVESTIGATION
ATTN: JAMES HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
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0001	W058 00-FBI-0003	1	EA	873.000	873.00
	ANTENNA RENT & ELECTRIC [redacted] Code 30(f)				
	PLEASE ACKNOWLEDGE ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS ORDER BY SIGNING AND RETURNING THE ENCLOSED YELLOW COPY WITHIN 10 DAYS TO ISSUING OFFICE IN BOX # 8.				
	*	*			
	*	*			
	----------	-----			
	(SIGNATURE) (DATE)				
	THIS ORDER COVERS THE PERIOD 10/01/2011 THROUGH 09/30/2012				
	********** CONFIRMING ORDER **********	**********			
	FEDERAL STATUTE REQUIRES THAT THE FEDERAL GOVERNMENT PAY IN ARREARS ONLY. THEREFORE, BILLING SHOULD BE MONTHLY OR QUARTERLY (TITLE 31, U.S.C. SECTION 3324).				

14. Type of Order

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15. Grand Total XXXXXXXXXXX

See Instructions on Reverse

Point of Contact - Purchase Order Information:

Point of Contact - Invoice Payment Status:
Commercial Payment Unit - (202) 324-5614

16. United States of America
By *(Signature)*

17. Name *(Typed)* XXXXXXXXXXX

Title: Contracting Officer

ORIGINAL

12-201 (Rev. 9-6-2006

FBI

U.S. Department of Justice
Federal Bureau of Investigation

Purchase Order for Supplies or Services

IMPORTANT: Mark all packages and papers with contract and/or order numbers

1. Date of Order	2. Order No.	3. Mod. No.	4. Mod. Date	5. Page No.
05/09/2012	S20TD1024			2

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P.O. BOX 42602
OLYMPIA WA 98504-2609

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ATTN: JAMES HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

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PROCUREMENT SECTION
ROOM 6823, JEH F.B.I. BLDG.
WASHINGTON, DC 20535

9. Send Invoice to: (Name, Address and Zip Code):
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ATTN: JAMES HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

10. Business Classification	11. F.O.B. Point	12. Discount Terms
	DESTINATION	NET 30 DAYS

13. Schedule

Line No. (A)	Supplies or Services (B)	Quantity Ordered (C)	Unit (D)	Unit Price (E)	Amount (F)
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14. Type of Order

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CONTRACTOR NUMBER WAS9850402

15. Grand Total 873.00

See Instructions on Reverse

Point of Contact - Purchase Order Information:
KELLY A. HADEN
703-985-6714

Point of Contact - Invoice Payment Status:
Commercial Payment Unit - (202) 324-5614

16. United States of America
By *(Signature)* Kelly A. Haden

17. Name *(Typed)* Kelly A. Haden
Title: Contracting Officer Program Manager
Federal Bureau of Investigation

KAH

ORIGINAL

(Revised 6/18/2012)
Annual Site Renewal (NS)

FBI Division: SEATTLE
Site Name: Code 30(f)
License Expiration Date: 09/30/2020

STANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

Reference is made to the agreement dated 11/01/2010

between the LICENSOR: Washington State Patrol
P.O. BOX 42602

Olympia, WA 98504-2602

POC: TERRI JOHNSON

POC Phone: 360-596-4071

and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2012 and ending September 30, 2013. The extension of this License Agreement is contingent upon Congressional approval of 2013 funding. Yearly License fee is **$873.00**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

By: Rosemary Lynn Meau

Title: ENGINEERING SUPPORT SPECIALIST

Date: July 10, 2012

Please provide or correct the following information:

Taxpayer Identification Number: Code 45

Depositor Account Number: Code 51(c)

Bank Routing Number (9-digits): 123308825

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto **https://www.ipp.gov/** and register with the IPP system.

FBI Vendor Number: WAS9850402

(Revised 6/18/2012)
Annual Site Renewal (NS)

FBI Division: SEATTLE
Site Name: Code 30(f)
License Expiration Date: 09/30/2020

STANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

Reference is made to the agreement dated 11/01/2010

between the LICENSOR: Washington State Patrol
P.O. BOX 42602
POC: Terri Johnson
Olympia, WA 98504-2602
POC: TERRI JOHNSON
POC Phone: 360-596-4063

and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2013 and ending September 30, 2014. The extension of this License Agreement is contingent upon Congressional approval of 2014 funding. Monthly License fee is ~~$873.00~~ yearly 1241.00. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

FBI sending a new Corrected License renewal form for FY 2014

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

By: Argenette L. Daniels
Title: Management and Program Analyst
Date: July 09, 2013

Please provide or correct the following information:

Taxpayer Identification Number: Code 45
Depositor Account Number: Code 51(c)
Bank Routing Number (9-digits): 123308825

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto **https://www.ipp.gov/** and register with the IPP system.

FBI Vendor Number: WAS9850402

(Revised 05/29/2014)
Annual Site Renewal

FBI Division: SEATTLE
Site Name: Code 30(f)
Site Number: SE-038
License Expiration Date: 09/30/2020

STANDARD FBI ANTENNA SITE
LICENSE RENEWAL

Reference is made to the agreement dated 11/01/2010

between the LICENSOR: Washington State Patrol
P.O. BOX 42602 (BUDGET AND FISCAL SERVICES)
POC: Terri Johnson
Olympia, WA 98504-2602
POC: TERRI JOHNSON
POC Phone: 360-596-4063

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2014 and ending September 30, 2015. The extension of this License Agreement is contingent upon Congressional approval of 2015 funding. Annual License fee is **$1,241.00**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.
Please acknowledge below and return to FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing.
For questions, please contact Management and Program Analyst at 703-985-2698.

Licensor Acknowledgement: [signature]
Date: 7/11/14

NOTICE
The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/ This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct. If the Licensor does not register in sam.gov, it is necessary for the Licensor to provide the Routing and Account number below

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number Code 45 (mandatory)

Licensor DUNS Number 808883854 (mandatory)

FINANCIAL INSTIUTION INFORMATION

Depositor Account Number: Code 51(c)

Bank Routing Number (9-digits): 123308825

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

(Revised 05/29/2014)
Annual Site Renewal

FBI Division: SEATTLE
Site Name: Code 30(f)
Site Number: SE-038
License Expiration Date: 09/30/2020

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

Reference is made to the agreement dated 11/01/2010

between the LICENSOR: Washington State Patrol
P.O. BOX 42602 (BUDGET AND FISCAL SERVICES)
POC: Julie Hannah
Olympia, WA 98504-2602

POC: Julie Hannah

POC Phone: 360-596-4063

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2015 and ending September 30, 2016. The extension of this License Agreement is contingent upon Congressional approval of 2016 funding. **Annually** License fee is **$1,241.00**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.
Please acknowledge below and return to FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing.
For questions, please contact Angenette L. Daniels, Angenette.Daniels@ic.fbi.gov at 703-985-2698.

Licensor Acknowledgement: [signature]
Date: 9/9/15

NOTICE
The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/ This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number Code 45 (mandatory)

Licensor DUNS Number 808883854 (mandatory)

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

(Revised 05/29/2014)
Annual Site Renewal

FBI Division: SEATTLE
Site Name: Code 30(f)
Site Number: SE-038
License Expiration Date: 09/30/2020

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

Reference is made to the agreement dated 11/01/2010

between the LICENSOR: Washington State Patrol
P.O. BOX 42602 (BUDGET AND FISCAL SERVICES)
POC: Julie Hannah
Olympia, WA 98504-2602
POC: Julie Hannah
POC Phone: 360-596-4063

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2016 and ending September 30, 2017. The extension of this License Agreement is contingent upon Congressional approval of 2017 funding. Monthly License fee is **$1,241.00**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.
Please acknowledge below and return to FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing.
For questions, please contact Angenette L. Daniels, Angenette.Daniels@icfbi.gov at 703-985-2698.

Licensor Acknowledgement: _____
Date: 6-21-16

NOTICE
The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/ This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number Code 45 (mandatory)

Licensor DUNS Number 808883854 (mandatory)

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: DJF-17-1800-P-0001113

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0001	02/21/2017	DJF-17-1800-PR-0000515	

6. ISSUED BY CODE: LWH

PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

7. ADMINISTERED BY *(If other than Item 6)* CODE:

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, country, state and ZIP Code)*

WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
PO BOX 42602
OLYMPIA, WA 98504-2602
DUNS: 808883854

CODE 916001127 FACILITY CODE 808883854

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X

10A. MODIFICATION OF CONTRACT/ORDER NO.: DJF-17-1800-P-0001113

10B. DATED *(SEE ITEM 13)*: 11/22/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

FBI-2017-LEBX-1800-1826-J7-OW-1800_0227-23203-2017

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* updated period of performance

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

updated period of performance

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Simon Tee, Grants and Contracts Manager		Allison Culley	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 3/13/17	16B. UNITED STATES OF AMERICA By *(Signature of Contracting Officer)*	16C. DATE SIGNED 02/21/2017

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

WSP Contract #C110456FED-08

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RENT - ANTENNA SITE RENTAL Code 30(f) 10/1/2016 - 9/30/2017 **Line Period of Performance:** 10/01/2016 - 10/31/2016 Base Period **Delivery Schedule:** Quantity: 1.000000 FOB: Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A QUANTICO, VA 22135	Previous : 1.000000 Change: 0.000000 Current : 1.000000	EA	Previous: $1,241.0000 Change: $0.0000 Current: $1,241.0000	Previous:$1,241.00 Change: $0.00 Current: $1,241.00
				Base Total:	Original: $1,241.00 Change: $0.00 Current: $1,241.00
				Exercised Options Total:	Previous: $0.00 Change: $0.00 Current: $0.00
				Unexercised Options Total:	Previous: $0.00 Change: $0.00 Current: $0.00
				Base and Options Total:	Previous: $1,241.00 Change: $0.00 Current: $1,241.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	2	Previous : $1,241.00 Change: $0.00 Current : $1,241.00	2017 - LEBX - 1800 - 1826 - J7 - - 1800_0227 - 23203 - - - - - -
		PREVIOUS: $1,241.00 CHANGE: $0.00 CURRENT: $1,241.00	

Section 3 - Contract Clauses

No Clauses

Section 4 - List of Attachments

No Clauses

No Attachments

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 11/09/2017	2. CONTRACT NO. *(If any)*
3. ORDER NO.: 15F067181800P0000484	4. REQUISITION/REFERENCE NO.: DJF-18-1800-PR-0000756

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: SEE SCHEDULE
b. STREET ADDRESS:
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: WASHINGTON STATE PATROL
b. COMPANY NAME: DUNS: 808883854
c. STREET ADDRESS: BUDGET AND FISCAL SERVICES, PO BOX 42602
d. CITY: OLYMPIA | e. STATE: WA | f. ZIP CODE: 98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR: _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2018-LEBX-1800-1826-J7-OW-1800_0227-23203-2018

10. REQUISITIONING OFFICE
ERF RSDU
ATTN: JAMES A. HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135
DANIELS, ANGENETTE L
aldaniels@fbinet.fbi

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		11/09/2017	NET 30

17. SCHEDULE ***(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 11/09/2017 RENT - ANTENNA SITE RENTAL, Code 30(f) SE-038, 10/1/2017 - 7/30/2018 See Continuation Sheet(s)	1.000000	EA	$1,241.0000	$1,241.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		
			$1,241.00	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME: ERF RSDU Attn: JAMES A. HARGRAVES
b. STREET ADDRESS *(or P.O. Box)*: ATTN: JAMES A. HARGRAVES, BUILDING 27958A
c. CITY: QUANTICO | d. STATE: VA | e. ZIP CODE: 22135

$1,241.00 — 17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*
Angenette L. Daniels

23. NAME *(Typed)*
Angenette L. Daniels
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2017 - 07/30/2018 Base Period **Delivery Schedule:** Quantity: 1.000000 FOB: Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A QUANTICO, VA 22135				
				Base Total:	$1,241.00
				Exercised Options Total:	$0.00
				Unexercised Options Total:	$0.00
				Base and Options Total:	$1,241.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	$1,241.00	2018 - LEBX - 1800 - 1826 - J7 - - 1800_0227 - 23203 - - - - - -
		TOTAL: $1,241.00	

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

C 110456

(Revised 11/03/2016)
Annual Site Renewal

FBI Division: SEATTLE
Site Name: Code 30(f)
Site Number: SE-038
License Expiration Date: 09/30/2020

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

RECEIVED
JUN 26 2018
BUDGET & FISCAL
WSP

Reference is made to the agreement dated 11/01/2010

between the LICENSOR: Washington State Patrol
P.O. BOX 42602 (BUDGET AND FISCAL SERVICES)
POC: Julie Hannah
Olympia, WA 98504-2602
POC: Julie Hannah
POC Phone: 360-596-4063

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2018 and ending September 30, 2019. The extension of this License Agreement is contingent upon Congressional approval of 2019 funding. Annual License fee is **$1,241.00**. Due to the Congressional budget process whereby the Federal Government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office.
For questions, please contact Jacqueline Nichols at 703-985-3051 or jnichols@fbi.gov.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

POC: Jacqueline Nichols
Date: 6/15/18

NOTICE
The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in SAM.gov. The banking information that the vendor enters into SAM.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor (vendor) to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor is required to keep the SAM.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number Code 45

Licensor DUNS Number 808883854

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
11/06/2018	
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
15F06719P0001307AN	DJF-19-1800-PR-0000288

5. ISSUING OFFICE *(Address correspondence to)*
FEDERAL BUREAU OF INVESTIGATION
NAPU - NATIONAL ACQUISITION PROGRAMS UNIT
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO: JAMES A. HARGRAVES

a. NAME OF CONSIGNEE
ERF RSDU

b. STREET ADDRESS
ATTN: JAMES A. HARGRAVES, BUILDING 27958A

c. CITY	d. STATE	e. ZIP CODE
QUANTICO	VA	22135

f. SHIP VIA

7. TO:

a. NAME OF CONTRACTOR
WASHINGTON STATE PATROL

b. COMPANY NAME
DUNS: 808883854

c. STREET ADDRESS
BUDGET AND FISCAL SERVICES
PO BOX 42602

d. CITY	e. STATE	f. ZIP CODE
OLYMPIA	WA	98504-2602

8. TYPE OF ORDER

☐ a. PURCHASE
REFERENCE YOUR:_____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2019-LEBX-1800-1826-J7-OW-1800_0227-23203-2019

10. REQUISITIONING OFFICE
FEDERAL BUREAU OF INVESTIGATION
NAPU - NATIONAL ACQUISITION PROGRAMS UNIT
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			Days: Days: Days: Days:

17. SCHEDULE ***(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	WASHINGTON STATE PATROL Code 30(f) Code 30(f) See Continuation Sheet(s)	1.000000	EA	$1,241.0000	$1,241.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$1,241.00	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:

a. NAME
SUBMIT ALL INVOICES VIA EMAIL TO CENTRAL_INVOICES@FBI.GOV

b. STREET ADDRESS *(or P.O. Box)*

c. CITY	d. STATE	e. ZIP CODE	$1,241.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*	23. NAME *(Typed)* Allison Culley TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2018 - 10/31/2018 Base Period				
				Base Total:	$1,241.00
				Exercised Options Total:	$0.00
				Unexercised Options Total:	$0.00
				Base and Options Total:	$1,241.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	$1,241.00	FBI-2019-LEBX-1800-1826-J7-OW-1800_0227-23203-2019
		TOTAL: $1,241.00	

INTERAGENCY AGREEMENT C110456FED

WASHINGTON STATE PATROL

AND

DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

THIS AGREEMENT is made and entered into October 25, 2010 by and between the **WASHINGTON STATE PATROL**, Property Management Division, 8623 Armstrong Road SW, Olympia, WA 98504-2626 (hereinafter referred to as WSP) and the **DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION**, ERF Bldg 27958A, Quantico, VA 22135 (hereinafter referred to DOJ).

IT IS THEREFORE MUTUALLY AGREED THAT:

The WSP, for and in consideration of the terms and conditions as specified herein, hereby grants and conveys to DOJ the following:

A nonexclusive right to occupy and use the WSP-owned radio building and to occupy and use the WSP-owned antenna tower located at the Department of Natural Resource (DNR) owned Code 30(f) communication site located in Whatcom County, Washington State. (Reference DNR Lease# 52-082603).

TERM.
The initial term of this agreement shall run from 11/1/2010 to 09/30/~~2010~~ 2011 (base year). Licensee may extend the term of this Agreement for nine one-year option periods. Each option period shall run from October 1 until September 30 so as to conform to the Government's fiscal year. In addition, Licensee shall give the Licensor a written notice of intent to renew at least sixty (60) days before the option period expires on September 30.

PERMITTED USE
Space within the WSP-owned building and WSP-owned tower to install, maintain, repair and operate electronic equipment as described in attached Technical Data Sheets. Installation is to be coordinated with WSP Electronic Service Division and Property Management Division. No additional equipment is to be installed without prior review and written approval by WSP and DNR.

DOJ shall adhere to minimum site engineering standards, all applicable laws and regulations and shall not cause interference with any other electronic transmitting or receiving equipment.

CONSIDERATION
DOJ shall reimburse WSP all fees charged by the DNR for DOJ access and equipment site (see attached). DOJ will pay an annual access and space rental fee of $525.00/year. DOJ will pay an annual electricity fee of $348.00/year. All fees are subject to future adjustment. Fees to be paid upon receipt of properly executed invoice voucher. Fees provided for herein shall be due and payable in arrears. In compliance with the Debt Collection Improvement Act of 1996, all federal payments will be made by electronic funds transfer. Any interest liability for late payment shall be computed and assessed in accordance with the terms and provisions embodied in the Prompt Payment Act, Federal Acquisition Regulation 52.232-25.

TERMINATION
Either party may cancel this agreement at any time without penalty by providing the other party ninety days (90) notice.

HOLD HARMLESS

It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the fullest extent required by law, and agree to save, indemnify, defend, or hold the other party harmless from any such liability. In the case of negligence of both WSP and DOJ, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

LIABILITY and INSURANCE

DOJ assumes liability for claims and/or liability for personal and property damages arising out of the acts, omissions, or negligence of DOJ or its employees acting within the scope of their employment (1) in the operation and maintenance of the herein licensed premises or (2) the failure of the DOJ or its employees acting in the scope of their employment to observe and abide by any of the terms or conditions of this Agreement. This assumption of liability is coextensive with and in accordance to the liability of the Government under the Federal Tort Claims Act (Title 28, USC, Section 2671-2680). Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable state and federal law. Except as otherwise provided in this Agreement, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive, or exemplary damages. The Department of Justice is an agency of the United States Government and is self-insured.

HAZARDOUS SUBSTANCES

WSP warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which, if found on the property, would subject the owner or user to any damages, penalty or liability under an applicable local, state or federal law or regulation. WSP shall indemnify and hold harmless the DOJ with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the DOJ.

FREQUENCIES

All federal government frequencies are authorized by the Department of Commerce (DOC) and are exempt from disclosure under the Freedom of Information Act. Frequencies cannot be posted at communications sites. Copies of DOC frequency authorizations can be provided to communications site owners or managers upon request.

NOTICES

Wherever in this Agreement written notices are to be given or made, they will be sent certified mail addressed to the parties at the address listed below unless a different address shall be designated in writing and delivered to the other party.

WSP Technical and Administration

WASHINGTON STATE PATROL
Attn: Property Management Division
P.O. Box 42626
8623 Armstrong Road SW
Olympia, WA 98504-2626

DOJ Technical
WIRELESS MANAGEMENT OFFICE
Attn: Fred Zumwalt
12801 Fair Lakes Parkway
Suite 100
Fairfax, VA 22033
(202) 598-2026
Fred.Zumwalt@usdoj.gov

DOJ Administrative
FEDERAL BUREAU OF INVESTIGATION
Attn: Kelly Haden
ERF Bldg 27958A
Quantico, VA 22135
(703) 985-6714
khaden@fbiacademy.edu

IN WITNESS WHEREOF, the parties hereto subscribed their names.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

By _____
FOR: Chief John R. Batiste

Date 11/15/10

DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

By _____
Margaret D. Einspahr

Date 10/26/2010

_____ 10/28/10
By Judy Smith, Contracts Specialist
(360) 596-6010
Judy.Smith@wsp.wa.gov

Margaret D. Einspahr
Contracting Officer
Federal Bureau of Investigation

APPROVED AS TO FORM
_____
ASSISTANT ATTORNEY GENERAL

STATE OF WASHINGTON)
) ss.
County of THURSTON)

I, the undersigned, a Notary Public, do hereby certify that on this 15th day of November, 2010, before me personally appeared, Jeffrey R. Hughbanks, Washington State Patrol, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

CINDY L. HAIDER NOTARY PUBLIC COMMISSION EXPIRES JULY 29, 2014 STATE OF WASHINGTON

Cindy L Haider . Cindy L. Haider
Notary Public in and for the State of Washington,
Residing at Olympia, Washington
My commission expires July 29, 2014

STATE OF Virginia)
) ss.
County of Stafford)

I, the undersigned, a Notary Public, do hereby certify that on this day of 26 October, 2010, before me personally appeared Margaret D Einspahr and said person(s) acknowledged that she signed this instrument, and on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

KELLY A. HADEN COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

Kelly A. Haden
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 353472
My Commission Expires
March 31, 2012

Kelly A Haden
Notary Public in and for the State of Virginia
Residing at FBI Academy
My commission expires 3/31/2012

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
General Administration Building • PO BOX 42602 • Olympia, WA 98504-2602 • (360) 596-4043 • www.wsp.wa.gov

September 11, 2013

Attention Ricky Stroupe
US Department of Homeland Security
US Customs and Border Protection
FM&E Logistics Center
150 Westpark Way
Euless TX 76040-3962

MAILED
9/12/13

Subject: WSP Agreement No. C110482GSC - Rental Adjustment - Code 30(f)

Dear Lessee:

The Consideration Clause of the agreement referenced above states that the Lessee shall reimburse WSP all fees charged by the Department of Natural Resources (DNR) for the access and equipment on site plus electricity. Those fees are subject to future adjustment.

DNR has calculated a new annual rent effective August 1, 2013, see attached letter, based on the state's Communication Program Rent Schedule for a Site Class 3 Site. From the results of a recent inspection of the site, DNR found that the Department of Homeland Security has currently six (6) units.

The new annual rent has been determined to be:

6 units at $721.00 each	$4,326.00
Road Use Fee $100.00 per Sublessee	$ 100.00
Electricity 1-4 channels @ $35.00 month	$ 600.00
TOTAL RENT	$5,026.00

An invoice for the new rent adjustment will be sent to you at your annual billing period.

If any changes to frequency units were found at the recent inspection with your agency, we will be working with you to obtain new technical data sheets to update our lease file and send to DNR.

The Washington State Patrol contract tracking number is referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Terri Johnson at (360) 596-4063 or terri.johnson@wsp.wa.gov.

Sincerely,

Mr. Robert L. Maki, CFE, CGFM
Budget and Fiscal Services

RLM: tlj

cc: Ms. Terri L. Johnson, Budget and Fiscal Services
Mr. Robert A. Schwent, Electronic Services Division

Enclosures

WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

RECEIVED
JUL 0 1 2013
FACILITIES MGMT.

Caring for
your natural resources
... now and forever

June 26, 2013

Washington State Patrol
P.O. Box 42626
Olympia, WA 98504-2626

Re: Communication Site Lease No. 52-082603 Code 30(f) C090309GSC

Dear Lessee:

Clause 3.02 of the above referenced lease states that a new annual rent will be established effective August 1, 2013.

We have calculated the new rent based on the State's Communication Program Rent Schedule for a Site Class 3 site and on the results of an inspection of the site in September 2012 which revealed four additional units.

The new annual rent has been determined to be:

Site Rent for up to 2,500 sq. ft.	$ 2,736.00
7500 additional sq. ft. at 72¢/sq. ft.	$ 5,400.00
23 units at $721 each	$16,583.00
Road Use Fee $100.00 per Sublessee	$ 1,200.00
TOTAL RENT	$25,919.00

An invoice will be sent to you in early July.

We will be working with your agency in the near future to update the lease file by requesting technical data sheets for our approval and authorization of additional sublessees, if required.

Please contact Kathi Ray at (306) 854-2857 if you have any questions.

Sincerely,

Laurie Bergvall
Acting Northwest Region Manager

cc: Terri Johnson – Contracts
Budget and Fiscal Services
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

Washington State Patrol
Electronic Services Division
321 Cleveland Ave. Ste A
Tumwater, WA 98501-3348

Title & Records Office
Region file 52-077304

C110482FED

INTERAGENCY AGREEMENT

WASHINGTON STATE PATROL
AND
SUB-LESSEE

CUSTOMS & BORDER PROTECTION

THIS AGREEMENT is made and entered into February 16, 2010 by and between Washington State Patrol (hereinafter referred to as WSP) and Customs & Border Protection (hereinafter referred to as (CBP).

IT IS THEREFORE, MUTUALLY AGREED THAT:

The WSP, for and in consideration of the terms and conditions specified herein, hereby grants and convey to CBP the following:

A nonexclusive right to occupy and use the WSP owned radio building and to occupy and use the WSP owned antenna tower located at the Department of Natural Resource (DNR) owned Code 30(f) Communication Site located in Code 30(f) Washington State. (DNR Lease #52-082603)

TERM. The term of the Agreement shall commence on the day of execution and shall be on an annual tenancy.

PERMITTED USE Space within the WSP owned building and WSP owned tower to install, maintain, repair and operate electronic equipment as described in attached "Technical Data Sheets". Installation is to be coordinated with WSP Electronic Service Division and Property Management Division. No additional equipment is to be installed without prior review and written approval by WSP and DNR.

CBP shall adhere to minimum site engineering standards, all applicable laws and regulations and shall not cause interference with any other electronic transmitting or receiving equipment.

CONSIDERATION CBP shall reimburse WSP all fees charged by the DNR for the CBP access and equipment on site (copy attached) plus electricity fee of $578.00 per year. Fees are subject to future adjustment. Fees to be paid upon receipt of properly executed invoice voucher.

TERMINATION This agreement may be terminated by either party by giving written notice to the other party thirty (30) days prior to the effective date of termination.

HOLD HARMLESS

It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership formed as a result of this Agreement. Each party hereto agrees

to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the fullest extent required by law, and agree to save, indemnify, defend, or hold the other party harmless from any such liability. In the case of negligence of both WSP and CBP, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, Each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

HAZARDOUS SUBSTANCES

WSP warrants no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty or liability under an applicable local, state or federal law or regulation . WSP shall indemnify and hold harmless the CBP with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the CBP.

NOTICES

Wherever in this Agreement written notices are to be given or made, they will be sent by certified mail addressed to the parties at the address listed below unless a different address shall be designated in writing and delivered to the other party.

CBP :

CUSTOMS & BORDER PROTECTION
7501 Boston Boulevard Room #107
Springfield, VA 20598

WSP:

WASHINGTON STATE PATROL
Property Management Div
P.O. Box 42626
8623 Armstrong Road SW
Olympia, WA 98504-2626

this has changed

IN WITNESS WHEREOF, The parties hereto subscribed their names.

CUSTOMS & BORDER PROTECTION

By: Larry E. Walker

Title: Contracting Officer

Date: 11/8/2010 DHS-02-04-2010

STATE OF WASHINGTON
WASHINGTON STATE PATROL

By: [signature]
Chief John R. Batiste
Deputy Chief David J. Karnitz

Date: 12.2.10

By: _____
Judy Smith, Contracts Specialist
360-596-6010

Date: _____

APPROVED AS TO FORM

[signature]
ASSISTANT ATTORNEY GENERAL

STATE OF WASHINGTON)
) ss.
County of THURSTON)

I, the undersigned, a Notary Public, do hereby certify that on this 2nd day of December, 2010, before me personally appeared, David J. Karnitz, Washington State Patrol, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

Karen J. Miller
Karen J. Miller
Notary Public in and for the State of Washington,
Residing at Thurston Co
My commission expires 3/23/12

KAREN J. MILLER NOTARY PUBLIC COMMISSION EXPIRES 3-23-12 STATE OF WASHINGTON

STATE OF Florida)
) ss.
County of Orange)

I, the undersigned, a Notary Public, do hereby certify that on this day of November 8, 2010, before me personally appeared Larry Walker and said person(s) acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

Notary Public in and for the State of Florida
Residing at 2483 Cypress Trace Circle Orlando FL 32825
My commission expires June 16, 2014

TRACY L. WITT
Commission # EE 001822
Expires June 16, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

Please complete one data sheet for each unit

1. **Lessee Information:**		2. **Chief Engineer or Service Provider Info:**	
Lessee Name: CUSTOMS & BORDER PROTECTION	Phone: 407-9751734	Name: Tom Alexander - DHS/CBP and Jeff Ross - DOJ IWN Zone Manager	Phone: (703) 921-7503
Address: 7600 South Pass Road, Everson	City, State, Zip: Everson, Washington, 98247	Address: 7501 Boston Boulevard, Room #107	City, State, Zip: Springfield, VA 20598
		Emergency Phone: (425) 423-8117 or (360) 318-1626 EXT 11	

3. **Premises Information:**	
Site Name:	New Code 30(f) Site: Code 30(f) WA, Code 30(f)
Lease Number:	Pending
Location at site: (Site or building name):	New Code 30(f) IWN (DOJ/DHS CBP) Radio Site
Latitude and Longitude: (at center of tower)---- Latitude and Longitude Code 30(f)	☐ NAD27 or ☐ NAD83 or ☒ WGS84 Latitude Longitude Code 30(f)
Elevation of site: (at center of tower)	3421 Feet

4. Equipment

a. NTIA Call Sign (Registration Information)	*J074668, J055853, J055853, J055855*
b. Date FCC License Issued:	*January 9, 2008*
c. Equipment Manufacturer:	*Motorola*
d. Model Number:	*C99ED/X53*
e. Class of Service (FCC Symbol):	*FBR*
f. Type of Emission (FCC Symbol):	*8K10F1E and 8k10F1D*
g. Effective Radiated Power (Watts)	*50 WATTS ERP*
h. Transmit output power (watts):	*125 WATTS*
i. CTCSS control tone (Hz):	*Not Applicable*
j. Type of unit, i.e., microwave, cellular, paging, etc. **(For cell, also fill out 9. a. below)**	*LMR Trunk Radio System*
k. Is power on continuously?	☒ Yes ☐ No
l. If amateur radio operator, is this unit: (NA)	☐ Voice ☐ Packet

5. **Units (Transmitter only or Transmitter/Receiver):**
Complete for all leases

Transmit Freq.(MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type - analog, digital, etc)
Code 30(f)		*Digital*
		Digital
		Digital

6. **Dish Antennas**

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt
NA	*NA*	*NA*	*NA*	*NA*	*NA*	*NA*

7. **Pole (Stick) (or other type):** ***CELWAVE OMNI - Directional Antenna BA1010***

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
1) 4ft Dipole	North East Leg	175-feet
1) 4ft Dipole	North East Leg	195-feet

8. **Name of Location beam goes to:** *North* Code 30(f) *Washington*

9. **Additional Information:**

9.a **Circle all that apply for cellular technology:** *Does Not Apply (VHF Trunk System)*

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA(IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. Lease Summary Information:

Lease Number: *Please Complete*
Total Square Feet of Floor Space used *4-Feet square by 7ft high.*
Number of Subscribers *2000*

Lessee Signature Larry E. Walker Date 2/16/2010

WSP Signature [signature] Date 12-2-10

EXHIBIT C
TECHNICAL DATA SHEET
For Communication Sites
Please complete one data sheet for each unit

1. **Lessee Information:**		2. **Chief Engineer or Service Provider Info:**	
Lessee Name: CBP / DHS US Border Patrol	Phone: 360 332-9200	Name: Stuart Chapman	Phone: 360 318-1626 X 11
Address: 2410 Natures path Way	City, State, Zip: Blaine WA 98230	Address: 1330 Loomis Trail Rd	City, State, Zip: Custer, WA 98240
		Emergency Phone: 360 332-9225	

3. **Premises Information:**	
Site Name:	Sumas Mt
Lease Number:	Unknown
Location at site: (Site or building name):	Code 30(f) WSP tower shelter
Latitude and Longitude: (at center of tower)	Code 30(f)
Elevation of site: (at center of tower)	3427'

4. **Equipment**

a. FCC/NTIA Call Sign	See attached
b. Date FCC License Issued:	See attached
c. Equipment Manufacturer:	Monitron
d. Model Number:	RD301/FAT75/SPT-152
e. Class of Service (FCC Symbol):	See attached
f. Type of Emission (FCC Symbol):	F2D
g. Effective Radiated Power (Watts)	5 Watt
h. Transmit output power (watts):	5 Watt
i. CTCSS control tone (Hz):	None
j. Type of unit, i.e., microwave, cellular, paging, etc. **(For cell, also fill out 9. a. below)**	VHF Sensor data burst tansmitter
k. Is power on continuously?	No
l. If amateur radio operator, is this unit:	☐ Voice ☐ Packet

5. **Units (Transmitter only or Transmitter/Receiver):**
Complete for all leases

Transmit Freq.(MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type - analog, digital, etc)
Code 30(f)		Digital Narrow Band
		Digital Narrow Band

Code 30(f)

Code 30(f)

EXHIBIT C
TECHNICAL DATA SHEET
For Communication Sites

6. **Dish Antennas**

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt

7. **Pole (Stick) (or other type) Antennas**

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
5' Yaggi	SW	40
8' FD	NE	60

8. **Name of Location beam goes to:** 2410 Natures Path Way, Blaine WA

9. **Additional Information:**

_____

9.a **Circle all that apply for cellular technology:**

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA(IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. **Lease Summary Information:**

Lease Number: C110482GSC
Total Square Feet of Floor/Ground Space used
Number of Subscribers_____ (for cable tv only)

Lessee Signature_____ Date

WSP Signature_____ Date _____

C110616FED

CRIMINAL JUSTICE INFORMATION SERVICES (CJIS)
SYSTEMS USER AGREEMENT

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities, as well as the noncriminal justice community, for licensing and employment purposes. These services are administered and maintained by the FBI CJIS Division and managed in cooperation with the CJIS Systems Agency (CSA) and its administrator for CJIS data, the CJIS Systems Officer (CSO). The CJIS Systems include, but are not limited to: the Interstate Identification Index (III); National Crime Information Center (NCIC); Uniform Crime Reporting (UCR), whether summary or incident-based reporting to the National Incident-Based Reporting System; Fingerprint Identification Record System; Law Enforcement National Data Exchange (N-DEx); Law Enforcement Online; and the National Instant Criminal Background Check System (NICS).

The FBI CJIS Division provides the following services to its users, as applicable:

- operational, technical, and investigative assistance;
- telecommunication lines to state, federal, and regulatory interfaces;
- legal and legislative review of matters pertaining to all CJIS Systems;
- timely information on all aspects of all CJIS Systems and other related programs by means of operating manuals, code manuals, technical and operational updates, various newsletters, information letters, frequently asked questions, and other relevant documents;
- training assistance and up-to-date materials provided to each CSO, NICS Point of Contact (POC), state Compact Officer, State Administrator, Information Security Officer (ISO), and other appropriate personnel;
- ongoing assistance to Systems' users through meetings and briefings with the CSOs, State Administrators, Compact Officers, ISOs, and NICS State POCs to discuss operational and policy issues;
- an Advisory Process through which authorized users have input as to the policies and procedures governing the operation of CJIS programs;
- a National Crime Prevention and Privacy Compact Administrative Office through which states and other authorized users may submit issues concerning the noncriminal justice use of the III System;
- annual NICS Users Conference;

- audit; and
- staff research assistance.

PART 1

The purpose behind a designated CSO is to unify responsibility for Systems user discipline and to ensure adherence to established procedures and policies within each signatory state/territory/tribal agency and by each federal user. This agreement outlines the responsibilities of each CSO as they relate to all CJIS Systems and other related CJIS administered programs. These individuals are ultimately responsible for planning necessary hardware, software, funding, and training for access to all CJIS Systems.

To ensure continued access as set forth above, the CSA agrees to adhere to all applicable CJIS policies including, but not limited to, the following:

1. The signatory state/tribal agency will provide fingerprints that meet submission criteria for all qualifying arrests. In addition, states/tribal agencies will make their records available for interstate exchange for criminal justice and other authorized purposes unless restricted by state/tribal law, and, where applicable, continue to move toward participation in the III and, upon ratification of the National Crime Prevention and Privacy Compact, the National Fingerprint File.

2. Appropriate and reasonable quality assurance procedures; e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in the CJIS Systems.

3. Biannual file synchronization of information entered into the III by participating states.

4. Security - Each agency is responsible for appropriate security measures as applicable to physical security of terminals and telecommunication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; data security to include III use, dissemination, and logging; and security of criminal history records. Additionally, each CSO must ensure that all agencies establish an information security structure that provides for an ISO and complies with the *CJIS Security Policy*.

5. Audit - Each agency shall be responsible for complying with all audit requirements for use of CJIS Systems. Each CSO is responsible for completing a triennial audit of all agencies with access to CJIS Systems through the CSO's lines.

6. Training - Each agency shall be responsible for training requirements, including compliance with operator training mandates.

7. Integrity of the Systems - Each agency shall be responsible for maintaining the integrity of the system in accordance with FBI CJIS Division/state/federal/tribal policies to ensure only authorized terminal access; only authorized transaction submission; and proper handling and dissemination of CJIS data. Each agency shall also be responsible for computer security incident reporting as required by the *CJIS Security Policy*.

The following documents are incorporated by reference and made part of this agreement for CSA users:

- *Bylaws for the CJIS Advisory Policy Board and Working Groups*;
- *CJIS Security Policy;*
- *Interstate Identification Index Operational and Technical Manual*, *National Fingerprint File Operations Plan*, *NCIC 2000 Operating Manual*, *UCR Handbook-NIBRS Edition*, and *National Incident-Based Reporting System Volumes 1*, *2*, and *4*;
- National Crime Prevention and Privacy Compact, 42 United States Code (U.S.C.) §14616;
- NCIC Standards and UCR Standards, as recommended by the CJIS Advisory Policy Board;
- The National Fingerprint File Qualification Requirements;
- Title 28, Code of Federal Regulations, Parts 20 and 25, §50.12, and Chapter IX;
- Electronic Fingerprint Transmission Specifications;
- Other relevant documents, to include: *NCIC Technical and Operational Updates*, *CJIS Information Letters*, *NICS User Manual*, NICS Interface Control Document; and
- Applicable federal, state, and tribal laws and regulations.

PART 2

Additionally, there are authorized federal regulatory recipients and other authorized users that provide electronic fingerprint submissions through a CJIS Wide Area Network (WAN) connection (or other approved form of electronic connection) to the CJIS Division that are required to comply with the following CJIS policies:

1. The authorized user will provide fingerprints that meet submission criteria and apply appropriate and reasonable quality assurance procedures.

2. Security - Each agency is responsible for appropriate security measures as applicable to physical security of communication equipment; personnel security to include background screening requirements; technical security to protect against unauthorized use; and security of criminal history records.

3. Audit - Each authorized user shall be responsible for complying with all audit requirements for CJIS Systems. Additionally, each authorized user is subject to a triennial audit by the CJIS Division Audit staff.

4. Training - Each authorized user receiving criminal history record information shall be responsible for training requirements, including compliance with proper handling of criminal history records.

The following documents are incorporated by reference and made part of this agreement for non-CSA authorized users:

- *CJIS Security Policy.*
- National Crime Prevention and Privacy Compact, 42 U.S.C. §14616;
- Title 28, Code of Federal Regulations, Parts 20 and 25, § 50.12, and Chapter IX;
- Other relevant documents, to include *CJIS Information Letters;* and
- Applicable federal, state, and tribal laws and regulations.

GENERAL PROVISIONS

Funding:

Unless otherwise agreed in writing, each party shall bear its own costs in relation to this agreement. Expenditures will be subject to federal and state budgetary processes and availability of funds pursuant to applicable laws and regulations. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

Termination:

a. All activities of the parties under this agreement will be carried out in accordance to the above-described provisions.

b. This agreement may be amended or terminated by the mutual written consent of the parties authorized representatives.

c. Either party may terminate this agreement upon 30-days written notification to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

i. The parties will continue participation, financial or otherwise, up to the effective date of termination.

ii. Each party will pay the costs it incurs as a result of termination.

iii. All information and rights therein received under the provisions of this agreement prior to the termination will be retained by the parties, subject to the provisions of this agreement.

ACKNOWLEDGMENT AND CERTIFICATION

As a CSO or CJIS WAN Official (or other CJIS authorized official), I hereby acknowledge the duties and responsibilities as set out in this agreement. I acknowledge that these duties and responsibilities have been developed and approved by CJIS Systems users to ensure the reliability, confidentiality, completeness, and accuracy of all information contained in, or obtained by means of, the CJIS Systems. I further acknowledge that failure to comply with these duties and responsibilities may result in the imposition of sanctions against the offending state/agency; other federal, tribal, state, and local criminal justice users; and approved noncriminal justice users with System access, whether direct or indirect. The Director of the FBI (or the National Crime Prevention and Privacy Compact Council), may approve sanctions to include the termination of CJIS services.

I hereby certify that I am familiar with all applicable documents that are made part of this agreement and to all applicable federal and state laws and regulations relevant to the receipt and dissemination of documents provided through the CJIS Systems.

This agreement is a formal expression of the purpose and intent of both parties and is effective when signed. It may be amended by the deletion or modification of any provision contained therein, or by the addition of new provisions, after written concurrence of both parties. The "Acknowledgment and Certification" is being executed by the CSO or CJIS WAN Official (or other CJIS authorized official) in both an individual and representative capacity. Accordingly, this agreement will remain in effect after the CSO or CJIS WAN Official (or other CJIS authorized official) vacates his/her position or until it is affirmatively amended or rescinded in writing. This agreement does not confer, grant, or authorize any rights, privileges, or obligations to any third party.

SYSTEMS USER AGREEMENT

Please execute either Part 1 or Part 2

PART 1

*James W. Anderson Date: 1-18-11

CJIS Systems Officer

James W. Anderson, Criminal Records Division Commander

Printed Name/Title

CONCURRENCE OF CSA HEAD:

D.J. Karnitz Date: 2-3-11

CSA Head

D. J. Karnitz, Deputy Chief

Printed Name/Title

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

PART 2

*James W. Anderson Date: 1-18-11

CJIS WAN Official (or other CJIS Authorized Official)

James W Anderson, Criminal Records Division Commander

Printed Name/Title

CONCURRENCE OF CJIS WAN AGENCY HEAD:

D.J. Karnitz Date: 2-3-11

CJIS WAN Agency Head

D. J. Karnitz, Deputy Chief

Printed Name/Title

FBI CJIS DIVISION:

Daniel D. Roberts Date: Jan 4, 2011

Daniel D. Roberts
Assistant Director
FBI CJIS Division

Washington State Patrol
P.O. Box 42619
Olympia, WA 98504-2619

* The FBI Designated Federal Officer should be notified when a CSO or other CJIS WAN/authorized Official vacates his/her position. The name and telephone number of the Acting CSO or other CJIS WAN/authorized Official, and when known, the name and telephone number of the new CSO or other CJIS WAN/authorized Official, should be provided. Revised: 05/03/2006

CI10701FED

NATIONAL FORENSIC LABORATORY INFORMATION SYSTEM
MEMORANDUM OF UNDERSTANDING

1/21/2011

The purpose of this Memorandum of Understanding is to describe the agreement between the Drug Enforcement Administration (DEA) and the Washington State Patrol, Forensic Laboratory Services Bureau concerning the Washington State Patrol, Forensic Laboratory Services Bureau's participation in the National Forensic Laboratory Information System (NFLIS).

OVERVIEW OF NFLIS

Implemented in 1997, NFLIS systematically collects results from drug analyses conducted by forensic laboratories and law enforcement entities. NFLIS data help provide a comprehensive picture of our Nation's drug problem and is used in strategic and tactical drug control plans, policies, and operations. Through the assistance of a contractor, DEA is gathering information for the NFLIS through partnerships with forensic laboratories and law enforcement entities around the country.

TERMS OF AGREEMENT

This section outlines the responsibilities of DEA and the Washington State Patrol, Forensic Laboratory Services Bureau

RESPONSIBILITIES OF DEA:

1. If necessary and subject to the availability of funds, DEA may have its contractor provide encryption software to the Washington State Patrol, Forensic Laboratory Services Bureau to use in the transfer of data to NFLIS.

2. DEA agrees, subject to the availability of funds, to make reasonable efforts to accommodate the data format most convenient for the Washington State Patrol, Forensic Laboratory Services Bureau and to be responsible for necessary data recoding and reformatting.

3. DEA agrees to perform routine data edit checks and will contact the laboratory regarding missing or out-of-range data.

4. DEA agrees to implement security procedures especially developed for NFLIS for receiving, storing and disseminating data reported by the Washington State Patrol, Forensic Laboratory Services Bureau

5. If needed and subject to the availability of funds, the DEA contractor may provide resources to facilitate the Washington State Patrol, Forensic Laboratory Services Bureau's participation with NFLIS. These resources may include programming and implementing a NFLIS-designed laboratory information management system

(NIMS) software. These resources may also include information technology to help meet the requirements for collecting and reporting the NFLIS data.

All requests for above items and services must be approved in writing by the DEA contracting officer before being provided by the DEA contractor.

RESPONSIBILITIES OF THE WASHINGTON STATE PATROL, FORENSIC LABORATORY SERVICES BUREAU:

1. The Washington State Patrol, Forensic Laboratory Services Bureau agrees to report to NFLIS, on a monthly basis, information for controlled substance cases submitted to the laboratory by law enforcement agencies in its jurisdiction. In addition, the Washington State Patrol, Forensic Laboratory Services Bureau agrees that DEA, or its designee, may contact the Washington State Patrol, Forensic Laboratory Services Bureau in reference to data-related issues. The following data items will be reported:

   - **Laboratory case number**. Unique identifier assigned to a submission by the laboratory.
   - **Laboratory item number**. Unique identifying number assigned by the laboratory to each integral component of physical evidence within a submission or case that is examined and individually specified in a laboratory report.
   - **Submission date**. Date physical evidence submitted to the laboratory for analysis. If this date is unknown, date physical evidence received by the laboratory for analysis.
   - **Location of the submitting agency**. County, city, zip code of the submitting agency.
   - **Form of material**. Description of the physical form (i.e., crystal, powder, liquid, tablets, capsules, caplets) of each item within a submission or case received for analysis.
   - **Quantity**. For each item within a submission or case received for analysis, quantity of material in grams (weight), milliliters (liquid), or units (tablets, capsules).
   - **Completion date**. Approximate date analysis completed.
   - **Controlled substance(s) identified**. For each item within a submission or case received for analysis, all controlled substances that are identified by laboratory analysis.

2. The Washington State Patrol, Forensic Laboratory Services Bureau will report this data in an electronic format. Subject to DEA approval, the exact reporting format will be decided in discussions between the DEA contractor and the Washington State Patrol, Forensic Laboratory Services Bureau

3. Other items of information routinely recorded in electronic format may also be reported if available, including but not limited to name of submitting agency, circumstances of evidence acquisition, origin of drug, name of manufacturer, packaging or markings, drug purity, secondary active drug(s) identified, non-controlled substances(s) identified).

4. The Washington State Patrol, Forensic Laboratory Services Bureau understands and agrees that it will be listed as a NFLIS participant in reports and other related documents distributed by DEA.

ACCESS TO NFLIS DATA BY THE WASHINGTON STATE PATROL, FORENSIC LABORATORY SERVICES BUREAU:

1. **NFLIS Reports** – DEA will make periodic and special reports and data available through the World Wide Web NFLIS Web site: https://www.nflis.deadiversion.usdoj.gov. The reports will explain complex technical material by including figures, tables, and graphic illustrations.

2. **Access to the NFLIS Data Query Site** – The NFLIS Data Query Site will be configured to allow the Washington State Patrol, Forensic Laboratory Services Bureau to access its own data at the individual case level, data from other individual laboratories in an aggregated format, as well as aggregated regional and national data. The laboratory will have the capacity to query this data using standard queries (to be augmented as needed) and limited capacity to generate customized reports (e.g., examination of drugs analyzed by drug type, time period, and geographical area). Access to the NFLIS Data Query Site will be granted by the DEA Office of Diversion Control.

TERMINATION

The memorandum is in effect upon the date of the last signature and will remain in effect subject to biennial review unless rescinded by either party on a 60-day written notice. The provisions of this MOU may be amended at any time upon mutual agreement of both parties.

AUTHORITY

This Memorandum of Understanding supersedes all prior Memoranda of Understanding regarding the Washington State Patrol, Forensic Laboratory Services Bureau's participation in NFLIS.

APPROVALS

~~Mr. Larry D. Hebert~~ David J. Karnitz
~~Interim Director~~ Deputy Chief
Washington State Patrol, ~~Forensic Laboratory Services Bureau~~

3/21/11
Date

APPROVED AS TO FORM
ASSISTANT ATTORNEY GENERAL

Joseph T. Rannazzisi
Deputy Assistant Administrator/
Deputy Chief of Operations
DEA Office of Diversion Control

4/19/11
Date

(Revised 6/18/2012)
Annual Site Renewal (NS)

FBI Division ATTLE
Site Name Code 30(f)
License Expiration Date 09/30/2021

STANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

Reference is made to the agreement dated 10/01/2011

between the LICENSOR: Washington State Patrol
P.O. BOX 42602

Olympia, WA 98504-2602

POC: Terri Johnson

POC Phone: 360-596-4063

and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2012 and ending September 30, 2013. The extension of this License Agreement is contingent upon Congressional approval of 2013 funding. **Monthly Rental Fee $176.67 and Monthly Electric Fee $100.00**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

By: Rosemary Lynn McCue

Title: ENGINEERING SUPPORT SPECIALIST

Date: July 11, 2012

Please provide or correct the following information:

Taxpayer Identification Number: Code 45

Depositor Account Number Code 51(c)

Bank Routing Number (9-digits) 123308825

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto **https://www.ipp.gov/** and register with the IPP system.

FBI Vendor Number WAS9850402

U.S. Department of Justice

Federal Bureau of Investigation

Washington, D. C. 20535-0001

RE: License Renewal

Please find enclosed your FY-2013 renewal letter(s). Your signature is not required. Please verify that the following information is correct: Tax ID Number, Depositor Account Number, and Bank Routing Number. If you should have any changes you can fax them to (703) 985-2694 or mail them to:

FBI
Engineering Research Facility
Attn: Rosemary Lynn Mears
Building 27958A
Quantico, VA 22135-0001

Thank you for all your assistance and please call Rosemary Lynn Mears, (703) 985-6761 for any payment issues.

Sincerely

Rosemary Lynn Mears

Rosemary Lynn Mears
Engineering Support Specialist

(Revised 6/18/2012)
Annual Site Renewal (NS)

FBI Division: SEATTLE
Site Name: Code 30(f)
License Expiration Date: 09/30/2021

STANDARD FBI ANTENNA SITE LICENSE RENEWAL (NS)

Reference is made to the agreement dated 10/01/2011

between the LICENSOR: Washington State Patrol
P.O. BOX 42602
POC: Terri Johnson
Olympia, WA 98504-2602
POC: TERRI JOHNSON
POC Phone: 360-596-4063

and LICENSEE: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2013 and ending September 30, 2014. The extension of this License Agreement is contingent upon Congressional approval of 2014 funding. Monthly License fee is **$276.67**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

By: Angenette K. Sanchez
Title: Management and Program ANalyst
Date: August 06, 2013

Please provide or correct the following information:

Taxpayer Identification Number: Code 45
Depositor Account Number: Code 51(c)
Bank Routing Number (9-digits): 123308825

The Federal Bureau of Investigation is a participating member of the Internet Payment Platform (IPP) Payment Notification System. To receive an internet e-mail notification of rental payment free of charge, log onto **https://www.ipp.gov/** and register with the IPP system.

FBI Vendor Number: WAS9850402

U.S. Department of Justice

Federal Bureau of Investigation

Contract #: DJF-14 -1800 - P-0002269 **Date: 1/13/2014**
WSP Contract No. C120536FED

Vendor Name: Washington State Patrol

Attention: Lease Administration

Please acknowledge acceptance of the terms and conditions of the above referenced order by filling out the below and returning to the address below within 10 days.

I, SIMON TEE, being a duly authorized representative of WASHINGTON STATE PATROL, do hereby accept the terms and conditions of the above referenced order.

Signature Date 1/27/14

Please return Copy to:

Federal Bureau of Investigation
Attn: Allison Culley (RSDU)
ERF Building #27958A
Quantico, VA 22135
Fax # : 703-985-2694
Phone #: 703-985-6721

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number: 1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
01/13/2014	
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
DJF-14-1800-P-0002269	DJF-14-1800-PR-0002631

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE
SEE SCHEDULE
b. STREET ADDRESS
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
WASHINGTON STATE PATROL
b. COMPANY NAME
DUNS: 808883854
c. STREET ADDRESS
BUDGET AND FISCAL SERVICES
PO BOX 42602
d. CITY: OLYMPIA | e. STATE: WA | f. ZIP CODE: 98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☐ b. DELIVERY – Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2014-LEBX-1800-1826-J7-OW-23203-2014

10. REQUISITIONING OFFICE
ERF RSDU
ATTN: JAMES A. HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT
Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		01/13/2014	NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 01/13/2014 ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00. See Continuation Sheet(s)	1.000000	EA	$276.6700	$276.67	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$3,320.04	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME
ERF RSDU
b. STREET ADDRESS *(or P.O. Box)*
ATTN: JAMES A. HARGRAVES, BUILDING 27958A
c. CITY: QUANTICO | d. STATE: VA | e. ZIP CODE: 22135

$3,320.04 — 17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*
Allison E. Culley

23. NAME *(Typed)*
Allison Culley
TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2013 - 10/31/2013 **Delivery Schedule:**				
0002	Quantity: 1.000000 FOB: ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00.	1.000000	EA	$276.6700	$276.67
	Line Period of Performance: 11/01/2013 - 11/30/2013 **Delivery Schedule:**				
0003	Quantity: 1.000000 FOB: ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00.	1.000000	EA	$276.6700	$276.67
	Line Period of Performance: 12/01/2013 - 12/31/2013 **Delivery Schedule:**				
0004	Quantity: 1.000000 FOB: ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00.	1.000000	EA	$276.6700	$276.67
	Line Period of Performance: 01/01/2014 - 01/31/2014 **Delivery Schedule:**				
0005	Quantity: 1.000000 FOB: ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00.	1.000000	EA	$276.6700	$276.67
	Line Period of Performance: 02/01/2014 - 02/28/2014 **Delivery Schedule:**				
0006	Quantity: 1.000000 FOB: ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00.	1.000000	EA	$276.6700	$276.67
	Line Period of Performance: 03/01/2014 - 03/31/2014 **Delivery Schedule:**				
0007	Quantity: 1.000000 FOB: ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00.	1.000000	EA	$276.6700	$276.67
	Line Period of Performance: 04/01/2014 - 04/30/2014 **Delivery Schedule:**				
0008	Quantity: 1.000000 FOB: ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00.	1.000000	EA	$276.6700	$276.67
	Line Period of Performance: 05/01/2014 - 05/31/2014				

	Delivery Schedule: Quantity: 1.000000 FOB:				
0009	ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00. **Line Period of Performance:** 06/01/2014 - 06/30/2014 **Delivery Schedule:** Quantity: 1.000000 FOB:	1.000000	EA	$276.6700	$276.67
0010	ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00. **Line Period of Performance:** 07/01/2014 - 07/31/2014 **Delivery Schedule:** Quantity: 1.000000 FOB:	1.000000	EA	$276.6700	$276.67
0011	ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00. **Line Period of Performance:** 08/01/2014 - 08/31/2014 **Delivery Schedule:** Quantity: 1.000000 FOB:	1.000000	EA	$276.6700	$276.67
0012	ANTENNA SITE Code 30(f) RENT: $176.67 AND ELECTRIC $100.00. **Line Period of Performance:** 09/01/2014 - 09/30/2014 **Delivery Schedule:** Quantity: 1.000000 FOB:	1.000000	EA	$276.6700	$276.67
				TOTAL	$3,320.04

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0002	2	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0003	3	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0004	4	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0005	5	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0006	6	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0007	7	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0008	8	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0009	9	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -

0010	10	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0011	11	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
0012	12	$276.67	2014 - LEBX - 1800 - 1826 - J7 - - - 23203 - - - - - -
		TOTAL: $3,320.04	

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far	
Clause	Title
52.242-13	Bankruptcy (July 1995)
52.233-1 Alt I	Disputes (July 2002)- Alternate I (Dec 1991)
52.232-23	Assignment Of Claims (Jan 1986)
52.213-4	Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Aug 2012)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

(Revised 05/29/2014)
Annual Site Renewal

FBI Division: SEATTLE
Site Name: Code 30(f)
Site Number: SE-043
License Expiration Date: 09/30/2021

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2011

between the LICENSOR: Washington State Patrol
P.O. BOX 42602 (BUDGET AND FISCAL SERVICES)
POC: Terri Johnson
Olympia, WA 98504-2602
POC: TERRI JOHNSON
POC Phone: 360-596-4063

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2014 and ending September 30, 2015. The extension of this License Agreement is contingent upon Congressional approval of 2015 funding. Monthly License fee is **$276.67**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.
Please acknowledge below and return to FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing.
For questions, please contact Management and Program Analyst at 703-985-2698.

Licensor Acknowledgement: [signature]
Date: 7/11/14

NOTICE
The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/ This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct. If the Licensor does not register in sam.gov, it is necessary for the Licensor to provide the Routing and Account number below

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number Code 45 (mandatory)

Licensor DUNS Number 808883854 (mandatory)

FINANCIAL INSTIUTION INFORMATION

Depositor Account Number: Code 51(c)

Bank Routing Number (9-digits): 123308825

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
General Administration Building • PO Box 42602 • Olympia, WA 98504-2602 • (360) 596-4043 • www.wsp.wa.gov

January 26, 2015

Ms. Angenette Daniels (RSDU)
FBI – ERF # 27958A
Quantico, VA 22135

Dear Ms. Daniels:

Subject: WSP Contract No. C120536FED Amend 5/DJF-14-1800-P-0002269

Enclosed with this letter is one (1) fully executed original acknowledgement acceptance for the above referenced purchase order between the Washington State Patrol and the Federal Bureau of Investigation. Please keep these originals for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact Julie Hannah at (360) 596-4063 or julie.hannah@wsp.wa.gov.

Sincerely,

Julie Hannah for

Mr. Robert L. Maki, CFE, CGFM
Budget and Fiscal Services

RLM: jah
Enclosure

C120536FED (5)

U.S. Department of Justice

Federal Bureau of Investigation

Contract #: DJF-15 -1800 - P-0001439 **Date: 12/16/2014**

Vendor Name: Washinton State Patrol

Attention: Lease Administration
Site Name: Code 30(f)
Site Number(s): Code 30(f)

Please acknowledge acceptance of the terms and conditions of the above referenced order by filling out the information below and returning to the address below within 10 days. Please keep the attached Purchase Order for your records.

I, (print name) Shawn Lee, being a duly authorized representative of (company name) WSP, do hereby accept the terms and conditions of the above referenced order.

Signature

1/6/15
Date

Please return Copy to:

Federal Bureau of Investigation
Attn: Angenette Daniels (RSDU)
ERF Building #27958A
Quantico, VA 22135
Fax # : 703-985-2694
Phone #: 703-985-2698

ORDER FOR SUPPLIES OR SERVICES

OMB Clearance Control Number: 1103-0018

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 12/16/2014	2. CONTRACT NO. *(If any)*
3. ORDER NO.: DJF-15-1800-P-0001439	4. REQUISITION/REFERENCE NO.: DJF-15-1800-PR-0017949

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: SEE SCHEDULE
b. STREET ADDRESS:
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: WASHINGTON STATE PATROL
b. COMPANY NAME: DUNS: 808883854
c. STREET ADDRESS: BUDGET AND FISCAL SERVICES, PO BOX 42602
d. CITY: OLYMPIA | e. STATE: WA | f. ZIP CODE: 98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:_____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2015-LEBX-1800-1826-J7-OW-1800_0128-23203-2015

10. REQUISITIONING OFFICE
ERF RSDU
ATTN: JAMES A. HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		12/16/2014	NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 12/16/2014 RENT-ANTENNA SITE ([redacted] Code 30(f) MONTHLY RATES: $176.67 RENT/$100.00 UTILITIES, 10/1/2014 - 9/30/2015 See Continuation Sheet(s)	12.000000	EA	$276.6700	$3,320.04	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$3,320.04 — 17(h) TOT. *(Cont. pages)*
	21. MAIL INVOICE TO:			
	a. NAME: ERF RSDU			
	b. STREET ADDRESS *(or P.O. Box)*: ATTN: JAMES A. HARGRAVES, BUILDING 27958A			$3,320.04 — 17(i) GRAND TOTAL
	c. CITY: QUANTICO	d. STATE: VA	e. ZIP CODE: 22135	

22. UNITED STATES OF AMERICA BY *(Signature)*
Jennifer Turner

23. NAME *(Typed)*: Jennifer Suzette Turner
TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2014 - 09/30/2015 **Delivery Schedule:** Quantity: 12.000000 FOB: Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A QUANTICO, VA 22135				
				TOTAL	$3,320.04

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	$3,320.04	2015 - LEBX - 1800 - 1826 - J7 - - 1800_0128 - 23203 - - - - - -
		TOTAL: $3,320.04	

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far	
Clause	Title
52.213-4	Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Aug 2012)
52.232-23	Assignment Of Claims (Jan 1986)
52.233-1 Alt I	Disputes (July 2002)- Alternate I (Dec 1991)
52.242-13	Bankruptcy (July 1995)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
12/02/2015	
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
DJF-16-1800-P-0001139	DJF-16-1800-PR-0000665

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE
SEE SCHEDULE
b. STREET ADDRESS
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
WASHINGTON STATE PATROL
b. COMPANY NAME
DUNS: 808883854
c. STREET ADDRESS
BUDGET AND FISCAL SERVICES
PO BOX 42602

d. CITY	e. STATE	f. ZIP CODE
OLYMPIA	WA	98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2016-LEBX-1800-1826-J7-OW-1800_0227-23203-2016

10. REQUISITIONING OFFICE
ERF RSDU
ATTN: JAMES A. HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135

JAMES A. HARGRAVES
ALDANIELS@fbinet.fbi

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT
Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		12/02/2015	NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 12/02/2015 RENT - ANTENNA SITE [redacted] Code 30(f) RENT: $176.67, ELECTRIC: $100.00, 10/1/2015 - 9/30/2016 See Continuation Sheet(s)	12.000000	EA	$276.6700	$3,320.04	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		
			$3,320.04	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME
ERF RSDU Attn: JAMES A. HARGRAVES
b. STREET ADDRESS *(or P.O. Box)*
ATTN: JAMES A. HARGRAVES, BUILDING 27958A

c. CITY	d. STATE	e. ZIP CODE		
QUANTICO	VA	22135	$3,320.04	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*
Jennifer S Turner

23. NAME *(Typed)*
Jennifer Suzette Turner
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2015 - 09/30/2016 Base Period **Delivery Schedule:** Quantity: 12.000000 FOB: Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A QUANTICO, VA 22135				
				TOTAL	$3,320.04

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	$3,320.04	2016 - LEBX - 1800 - 1826 - J7 - - 1800_0227 - 23203 - - - - - -
		TOTAL: $3,320.04	

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far	
Clause	Title
52.213-4	Terms and Conditions--Simplied Acquisitions (Other Than Commercial Items) (Mar 2015)
52.232-23	Assignment of Claims (May 2014)
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)
52.242-13	Bankruptcy (July 1995)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

WSP CONTRACT #C120536FED-07

(Revised 05/29/2014)
Annual Site Renewal

FBI Division SEATTLE
Site Name Code 30(f)
Site Number
License Expiration Date 09/30/2021

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2011

between the LICENSOR: Washington State Patrol
P.O. BOX 42602 (BUDGET AND FISCAL SERVICES)
POC: Julie Hannah
Olympia, WA 98504-2602
POC: Julie Hannah
POC Phone: 360-596-4063

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2016 and ending September 30, 2017. The extension of this License Agreement is contingent upon Congressional approval of 2017 funding. Monthly License fee is **$276.67**. Due to the Congressional budget process whereby the Federal government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office. It is recommended that the Licensor submits monthly invoices. These will be processed outside the purchase order vehicle for circumstances whereby funding levels permit only month by month payment.
Please acknowledge below and return to FBI, Bldg 27958A, Quantico, VA 22135, Attn: Radio Site Licensing.
For questions, please contact Angenette L. Daniels, Angenette.Daniels@icfbi.gov at 703-985-2698.

Licensor Acknowledgement: [signature]
Date: 6-21-16

NOTICE
The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/ This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in sam.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in sam.gov. The banking information that the vendor enters into sam.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor (vendor) is required to keep the sam.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number Code 45 (mandatory)

Licensor DUNS Number 808883854 (mandatory)

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
11/09/2017	
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
15F067181800P0000485	DJF-18-1800-PR-0000756

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE
SEE SCHEDULE
b. STREET ADDRESS
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
WASHINGTON STATE PATROL
b. COMPANY NAME
DUNS: 808883854
c. STREET ADDRESS
BUDGET AND FISCAL SERVICES
PO BOX 42602
d. CITY: OLYMPIA | e. STATE: WA | f. ZIP CODE: 98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2018-LEBX-1800-1826-J7-OW-1800_0227-23203-2018

10. REQUISITIONING OFFICE
ERF RSDU
ATTN: JAMES A. HARGRAVES
BUILDING 27958A
QUANTICO, VA 22135
DANIELS, ANGENETTE L
aldaniels@fbinet.fbi

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT
Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		11/09/2017	NET 30

17. SCHEDULE ***(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 11/09/2017 RENT - ANTENNA SITE RENTAL Code 30(f) Code 30(f) $176.67 RENT, $100.00 ELECTRIC, MONTHLY TOTAL: $276.67, 10/1/2017 - 9/30/2018 See Continuation Sheet(s)	12.000000	EA	$276.6700	$3,320.04	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$3,320.04	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME: ERF RSDU Attn: JAMES A. HARGRAVES
b. STREET ADDRESS *(or P.O. Box)*: ATTN: JAMES A. HARGRAVES, BUILDING 27958A
c. CITY: QUANTICO | d. STATE: VA | e. ZIP CODE: 22135

$3,320.04 — **17(i) GRAND TOTAL**

22. UNITED STATES OF AMERICA BY *(Signature)*
Angenette L. Daniels

23. NAME *(Typed)*
Angenette L. Daniels
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2017 - 09/30/2018 Base Period **Delivery Schedule:** Quantity: 12.000000 FOB: Delivery Address: ERF RSDU ATTN: JAMES A. HARGRAVES BUILDING 27958A QUANTICO, VA 22135				
				Base Total:	$3,320.04
				Exercised Options Total:	$0.00
				Unexercised Options Total:	$0.00
				Base and Options Total:	$3,320.04

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	2	$3,320.04	2018 - LEBX - 1800 - 1826 - J7 - - 1800_0227 - 23203 - - - - - -
		TOTAL: $3,320.04	

Section 3 - Contract Clauses

This Section Is Intentionally Left Blank

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

(Revised 11/03/2016)
Annual Site Renewal

C1205336

FBI Division: SEATTLE
Site Name: Code 30(f)
Site Number:
License Expiration Date: 09/30/2021

RECEIVED
JUN 26 2018
BUDGET & FISCAL
WSP

STANDARD FBI ANTENNA SITE LICENSE RENEWAL

Reference is made to the agreement dated 10/01/2011

between the LICENSOR: Washington State Patrol
P.O. BOX 42602 (BUDGET AND FISCAL SERVICES)
POC: Julie Hannah
Olympia, WA 98504-2602
POC: Julie Hannah
POC Phone: 360-596-4063

and LICENSEE: **U.S. DEPARTMENT OF JUSTICE**
FEDERAL BUREAU OF INVESTIGATION

For use of the following facilities: Code 30(f)

The Federal Bureau of Investigation desires to renew this License Agreement for the period beginning October 1, 2018 and ending September 30, 2019. The extension of this License Agreement is contingent upon Congressional approval of 2019 funding. Monthly License fee is **$276.67**. Due to the Congressional budget process whereby the Federal Government may be operating on a continuing resolution basis at the beginning of the fiscal year and continuing until the budget for the Department of Justice is passed, sufficient funds needed to issue a purchase order for the entire yearly amount may not be available. In that circumstance, a purchase order may be issued for a portion of the year until all funding has been provided to the program management office.
For questions, please contact Jacqueline Nichols at 703-985-3051 or jnichols@fbi.gov.

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

POC: Jacqueline Nichols
Date: 6/15/18

NOTICE
The Federal Government has created the System for Award Management (SAM.gov) https://www.sam.gov/portal/public/SAM/. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a unique Dun and Bradstreet (DUNS) number. Payments to vendors are sent to the banking information that is tied to the DUNS number in SAM.gov. The banking information that the vendor enters into SAM.gov is not accessible to anyone other than the vendor. It is necessary for the Licensor (vendor) to ensure that the FBI has the correct DUNS to use which contains the banking account information where payments will be sent. The Licensor is required to keep the SAM.gov registration up-to-date and to ensure the banking information is correct.

PAYMENT INFORMATION FOR ELECTRONIC FUND TRANSFER

Taxpayer Identification Number Code 45

Licensor DUNS Number 808883854

The Federal Bureau of Investigation is a participating member of the INVOICE PROCESSING PLATFORM (IPP) system. To receive an internet e-mail notification of rental payment free of charge, log onto http://www.ipp.gov/ and register with the IPP system.

N

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
11/06/2018	
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
15F06719P0001308AN	DJF-19-1800-PR-0000288

5. ISSUING OFFICE *(Address correspondence to)*
FEDERAL BUREAU OF INVESTIGATION
NAPU - NATIONAL ACQUISITION PROGRAMS UNIT
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO: JAMES A. HARGRAVES
a. NAME OF CONSIGNEE
ERF RSDU
b. STREET ADDRESS
ATTN: JAMES A. HARGRAVES, BUILDING 27958A

c. CITY	d. STATE	e. ZIP CODE
QUANTICO	VA	22135

f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
WASHINGTON STATE PATROL
b. COMPANY NAME
DUNS: 808883854
c. STREET ADDRESS
BUDGET AND FISCAL SERVICES
PO BOX 42602

d. CITY	e. STATE	f. ZIP CODE
OLYMPIA	WA	98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:_____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2019-LEBX-1800-1826-J7-OW-1800_0227-23203-2019

10. REQUISITIONING OFFICE
FEDERAL BUREAU OF INVESTIGATION
NAPU - NATIONAL ACQUISITION PROGRAMS UNIT
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			Days: Days: Days: Days:

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	WASHINGTON STATE PATROL Code 30(f) Code 51(c) See Continuation Sheet(s)	12.000000	EA	$276.6700	$3,320.04	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$3,320.04	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME
SUBMIT ALL INVOICES VIA EMAIL TO CENTRAL_INVOICES@FBI.GOV
b. STREET ADDRESS *(or P.O. Box)*

c. CITY	d. STATE	e. ZIP CODE	$3,320.04	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*

23. NAME *(Typed)*
Allison Culley
TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2018 - 09/30/2019 Base Period				
				Base Total:	$3,320.04
				Exercised Options Total:	$0.00
				Unexercised Options Total:	$0.00
				Base and Options Total:	$3,320.04

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	$3,320.04	FBI-2019-LEBX-1800-1826-J7-OW-1800_0227-23203-2019
		TOTAL: $3,320.04	

C130335FED

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

WASHINGTON STATE PATROL

FOR THE

INTERSTATE PHOTO SYSTEM FACIAL RECOGNITION PILOT

GENERAL PROVISIONS

1. PURPOSE: This Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Division, and the Washington State Patrol, hereinafter referred to as the "Parties," is for the limited purpose of testing and piloting the FBI's Interstate Photo System Facial Recognition Pilot (IPSFRP). This MOU memorializes the Parties' understandings regarding the transmittal, receipt, storage, use, and dissemination of information relating to this piloting initiative.

2. BACKGROUND: The FBI maintains millions of digital representations of fingerprint images, features from digital fingerprint images, and associated criminal history record information in the Integrated Automated Fingerprint Identification System (IAFIS). The IAFIS provides automated fingerprint search capabilities, latent print search capabilities, electronic image storage and electronic exchange of fingerprints, criminal history and associated photos to support law enforcement and authorized civil organizations. Collectively, this data comprises the biometric content, format, and units of measurement for the electronic exchange of information that may be used for positive fingerprint identifications. Given the advances in biometric identification technology, including hardware, software, and digital imaging, it is essential that existing search capabilities be enhanced to meet authorized customer needs. The CJIS Division's Next Generation Identification (NGI) System expects to reduce terrorist and other criminal activities by implementing multiple search capabilities that will improve, expand, or create new biometric identification tools and investigative services for the FBI's user community.

The IPSFRP satisfies a subset of the NGI Interstate Photo System (IPS) requirements, and a prototype system was delivered to assist in the development of the IPS facial recognition system. Upon full implementation, IPS enhancements will: 1) expand storage capacity, thereby allowing a

more robust photo repository; 2) permit photo submissions independent of arrests; 3) permit bulk submission of photos being maintained at state and federal repositories; 4) accommodate the submission and searching of non-facial photos (e.g., Scars, Marks and Tattoos [SMTs]); 5) permit IPS photo retrieval via the National Crime Information Center; and 6) provide facial recognition search capabilities.

It is important to note that although facial recognition technology has been under development since the 1960's, universal algorithmic approaches for facial recognition do not exist. Approaches originally tailored to low resolution, two-dimensional images have been improved to account for greater levels of resolution and three-dimensional data. The U.S. Government has performed multiple evaluations of facial recognition technology and preliminary results demonstrate that accuracy has greatly improved. Accordingly, these enhancements support the FBI's decision to enhance its photo processing capabilities in the early stages of NGI system development, to include facial recognition technology.

To address and enhance photo processing capabilities, the FBI is initiating the IPSFRP as a collaborative effort to identify user needs, provide proof of concept, establish thresholds for lights out searches at the national level and develop a useful investigative tool for the law enforcement community.

Agencies participating in this pilot program have implemented a facial recognition system for investigative, identity authentication and/or tracking purposes. In support of this initiative, the Washington State Patrol will submit images to a state/regional photo repository and the repository will provide search results to the submitting law enforcement agency. The Washington State Patrol will also request that the photo submission be forwarded to the CJIS Division, via the CJIS Wide Area Network (WAN) or other FBI approved secure web services, for comparison against the FBI's national photo repository. This pilot is designed to provide participating law enforcement agencies an automated facial recognition search of a subset of the FBI's national photo repository until full implementation of the IPS facial recognition search capability in 2014. The IPSFRP will represent a subset of the IPS repository and will be expanded and updated periodically throughout the pilot. The subset repository will not represent a real time reflection of the IPS or Interstate Identification Index (III) photo repository.

Technical specifications for the IPSFRP are derived from the CJIS Electronic Biometric Transmission Specification (EBTS) and the American National Standards Institute (ANSI) American National Standard for Information Systems - Data Format for the Interchange of Fingerprint, Facial, & other Biometric Information.

During the IPSFRP piloting phase, relevant transactions will be analyzed by the Parties and their authorized contractors to assess system performance. In addition, the NGI IPS system design will be recording lessons learned and user input.

System availability will be limited during this initiative. Accordingly, the CJIS Division will provide advanced notice of sporadic system availability, backup recovery limitations, and failover shortfalls during the prototype phase. In addition, the CJIS Division may limit the number of transactions that will be accepted during the pilot phase.

3. AUTHORITY: The FBI enters into this MOU under the statutory authority provided by Title 28, United States Code, § 534. The Washington State Patrol enters into this MOU pursuant to Revised Code of Washington, Chapter 39.34.

4. SCOPE: This MOU applies to facial photo images provided by the Washington State Patrol and the FBI's responses.

A. The FBI will:

1. Accept one frontal facial photo submission per IPSFRP search request;

2. Search each frontal facial image against the IPSFRP national repository;

3. Provide a candidate list per each applicable IPSFRP search request. The candidate list will contain the agency's requested number (minimum of 2) of candidates, or a default number of 20 candidates if not specified by the agency, as well as a caveat message;

4. Provide a valid FBI identifier for each candidate;

5. Maintain a log of all transactions and disseminations;

6. Designate a point of contact (POC) for issues and concerns related to this initiative;

7. Conduct post processing on submitted transactions to determine system performance and miss analysis and provide results to the submitting agency; and

B. The Washington State Patrol will:

1. Submit no more than one frontal facial photo (EBTS - ANSI compliant) per IPSFRP search request via the CJIS WAN or other FBI approved secure web services;

2. Request a specified number (minimum of 2, default of 20, maximum of 50) of returned candidates;

3. Conduct a search of the III to ensure information derived from the IPSFRP candidate lists are up to date;

4. Disseminate FBI responses to authorized criminal justice recipients as an investigative lead;
    A. Provide the CJIS Division with post processing results, such as:
        1. Agency identified a subject from the candidate list and what rank.
        2. Search resulted in an investigative lead.
        3. Search was of no value.

    B. Designate a POC for issues and concerns related to this initiative.

5. DISCLOSURE AND USE OF INFORMATION: The IPSFRP pilot search will be limited to authorized criminal justice agencies for criminal justice purposes. The IPSFRP, and the photo search thereof, is considered to be a part of the IAFIS, therefore all CJIS rules regarding access to IAFIS and dissemination/use of FBI provided information will apply. The Parties acknowledge that information involved in this initiative may identify United States persons, whose information is protected by the Privacy Act of 1974, Executive Order 12333, any successor executive order, or other federal authority. Accordingly, all such information will be treated as "law enforcement sensitive" and protected from unauthorized disclosure. Each Party will immediately report to the other Party any instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

Information derived from the FBI IPSFRP search requests and resulting responses are to be used only as investigative leads. Though there are expected to be similarities between submitted images and candidate lists, results shall not be considered to be positive identifications nor considered to have active warrants. Although the emerging technology of facial recognition has made great strides over the years, facial recognition initiatives are not deemed to provide positive identifications and the Parties are prohibited from relying solely on IPSFRP search responses as the sole impetus for law enforcement action. Other indicators and factors must be considered by the submitting agency prior to making an identification.

6. FUNDING: There are no reimbursable expenses associated with this level of support. Each Party will fund its own activities unless otherwise agreed to in writing. Expenditures will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations and policies. The Parties expressly acknowledge that this MOU in no way implies that Congress will appropriate funds for such expenditures.

7. SETTLEMENT OF DISPUTES: Disagreements between the Parties arising under or relating to this MOU will be resolved only by consultation between the Parties and will not be referred to any other person or entity for settlement.

8. SECURITY: It is the intent of the Parties that the transfer of information described under this MOU will be conducted at the unclassified level. Classified information will neither be provided nor generated under this MOU.

9. AMENDMENT and TERMINATION:

A. All activities under this MOU will be carried out in accordance to the above described provisions.

B. This MOU may be amended or terminated at any time by the mutual written consent of the Parties' authorized representatives.

C. Either Party may terminate this MOU upon thirty (30) days written notification to the other Party. Such notice will be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

1. The Parties will continue participation, financial or otherwise, up to the effective date of termination.

2. Each Party will pay the costs it incurs as a result of termination.

3. All information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be maintained in accordance with the receiving Party's practices.

10. ENTRY INTO FORCE, AND DURATION: This MOU, which consists of ten (10) Sections, will enter into effect upon the signature of both Parties, will be reviewed annually, on or prior to the anniversary date, to determine whether amendments are needed, and will remain in effect until terminated or completion of the testing and piloting phase. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

The preceding ten (10) sections represent the understandings reached between the FBI and the Washington State Patrol..

FOR THE FEDERAL BUREAU OF INVESTIGATION

10/11/12

David Cuthbertson
Assistant Director
Criminal Justice Information Services Division
Federal Bureau of Investigation

Date

FOR THE WASHINGTON STATE PATROL

11-7-12

John Batiste, Chief David J. Karnitz
Washington State Patrol Deputy Chief

Date

APPROVED AS TO FORM

10/25/12

ASSISTANT ATTORNEY GENERAL

STATE OF WASHINGTON

WASHINGTON STATE PATROL
COMMUNICATION SITE RENTAL AGREEMENT
AMENDMENT 1

WSP #C130475GSC
Code 30(f)

USCBP #HSBP-1112-L-DA00438
Code 30(f) WA Code 30(f)

THE U.S. CUSTOMS & BORDER PROTECTION, part of the United States of American (Government) and the WASHINGTON STATE PATROL (WSP) (Lessor), entered into a Communication Site Facility Lease Agreement (Lease) from July 1, 2012, through September 30, 2017, to operate and manage electronic equipment on the WSP site known as Code 30(f).

The Government may request an extension of the Lease, and the Lessor shall have the right to modify the rent or other terms as a condition for approving the amendment for the extended term.

WHEREAS, the Government now requests an extension of the term of that Lease for an additional five (5) years with a holdover option, and the State has agreed to the same.

WHEREAS, the Government now requests a two percent (2%) annual escalator rate, and State has agreed to the same.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Agreement, State and Tenant agree as follows:

1. Replace Section 3, First Paragraph:

TO HAVE AND TO HOLD the said premises for the term beginning July 1, 2012, through September 30, 2022, provided that unless and until the Government shall give notice of termination in accordance with provision six (6) hereto, this lease shall remain in force and thereafter from year to year without further notice; provided that adequate appropriations are available from year to year for the payment of rentals. This lease also provides a remaining two (2) separate and independent option to renew, each option for an extension of five (5) years by notifying the Lessor (WSP) within ninety (90) days of active term. The extension shall be in a written amendment and signed by both the Lessor and Government. The WSP shall have the right to modify the rent or other terms as a condition for approving the amendment for the extended term.

2. Add to Section 3, after First Paragraph:

In the event the Government shall hold over or remain in possession of the Leased Premises with the consent of the WSP after the expiration of the stated term of this Lease, or any written extension or renewal of the term of this Lease, such holding over or continued possession shall create a tenancy from month-to-month only, no more than twelve (12) months, upon the same terms and conditions as are set forth in this lease.

3. Add to Section 4, Second Paragraph, after First Sentence:

Effective October 1, 2017, the annual auto escalator will be two percent (2%).

Term		Annual Fee
10/1/2017	9/30/2018	$ 3,100.00
10/1/2018	9/30/2019	$ 3,162.00
10/1/2019	9/30/2020	$ 3,225.24
10/1/2020	9/30/2021	$ 3,289.74
10/1/2021	9/30/2022	$ 3,355.54
Amendment Total		**$ 16,132.52**

Regardless of the execution of this Amendment, the effective date of this Amendment is effective retroactively to October 1, 2017.

All other terms and conditions of the Site Lease Agreement are unchanged and shall remain in full force and effect.

STATE OF WASHINGTON:
WASHINGTON STATE PATROL

Signature Date 11/14/17

ROBERT MARK, CFO
Name / Title

THE UNITED STATES OF AMERICA:
U.S. CUSTOMS & BORDER PROTECTION

Signature Date 12/13/17

Mathew Hancock RECO
Name / Title

GOVERNMENT'S ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the authorized representative of the U.S. CUSTOMS & BORDER PROTECTION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

_____
(Signature)

(Seal or stamp)

_____
(Print Name)
Notary Public in and for the State of _____, residing at

_____
My appointment expires:_____

STATE'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Robert Maki is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as CFO of the Washington State Patrol, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/14/17

(Signature)

(Seal or stamp)

JULIE HANNAH
COMMISSION EXPIRES
NOTARY
PUBLIC
9-1-19
STATE OF WASHINGTON

JULIE HANNAH
(Print Name)
Notary Public in and for the State of Washington, residing at
Thurston
My appointment expires: 9-1-19

STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
THE UNITED STATES OF AMERICA
DEPARTMENT OF HOMELAND SECURITY
U.S. CUSTOMS & BORDER PROTECTION
COMMUNICATION SITE FACILITY LEASE

WASHINGTON STATE PATROL LEASE AGREEMENT NO. C130475GSC

U.S. CUSTOMS & BORDER PROTECTION AGREEMENT NO. HSBP-1112-L-DA00438

1. THIS LEASE, made and entered into this **1st** day of **July**, in the year two thousand twelve, by and between the STATE OF WASHINGTON, WASHINGTON STATE PATROL **(WSP),** whose address is P.O. Box 42602, 210 11th Ave, Olympia WA 98504-2602 and whose interest in the property hereinafter described is that of Leasehold**;** for its heirs, executors, administrators, successors, and assigns, hereinafter called Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
The permitted use is to operate and manage electronic equipment as described in approved technical data sheet(s) attached as "Exhibit C" on the Washington State Patrol Communications Site known as, Code 30(f) located in the Code 30(f) City Code 30(f) **WA.** Code 30(f)

3. TO HAVE AND TO HOLD the said premises for the term beginning **July 1, 2012 Through September 30, 2017,** provided that unless and until the Government shall give notice of termination in accordance with provision six (6) hereto, this lease shall remain in force and thereafter from year to year without further notice; provided that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond **September 30, 2017** without an amendment to extend the term. Government shall request such an amendment by written notice to the Lessor at least sixty (60) days before Termination Date. The amendment shall be in writing and signed by both the Lessor and Government. The Lessor shall have the right to modify the rent or other terms as a condition

LESSOR_____ GOVERNMENT

for approving the amendment for the extended term. This lease also provides three (3) separate and independent option to renew, each option for an extension of five (5) years by notifying the Lessor (WSP) within ninety (90) days of active term.

4. Base Rent is, Two Thousand Six Hundred and Eighty Dollars (**$2,680.00).** The Government shall pay the Lessor the base rent in arrears and will be due on the first work day of the month following the agreed annual term. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first work day of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

An auto escalator of three percent (**3%)** will be applied to the base rent every year starting on October 1, 2013 of this Lease. Payment by the Government shall be made to the Lessor as shown in the System for Award Management Database (SAM), identified as DUNS # **808883854**, via electronic funds transfer by the National Finance Center, 6650 Telecom Drive, P.O.Box 68908, Indianapolis, IN. 46268

5. In the event the Government during the existence of the lease desires to add or change equipment, units, frequencies, attach fixtures, erect structures or signs in or upon the premises hereby leased, authorization must be obtained in writing from Lessor upon submittal of an amended technical data sheet(s) and or a Plan of Operations. Rent and fees will be adjusted accordingly for addition or deletion of equipment, units, frequencies, structures or signs. These fixtures, structures or signs attached to the said premises shall be and remains the property of the Government and may be removed or otherwise disposed of by the Government. Government agrees that the installations must be protected with a high degree of security; thus, agrees to operate and maintain its equipment with regular staff and will not employ contractors for those purposes without prior approval of Lessor.

6. This lease may be terminated by either party by giving a minimum of sixty (60) days written notice at any time. No rental shall accrue after the effective date of termination.

7. The Government shall not keep on or about Premises, any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful (and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful) by any federal, state, or local law, regulation, statute, or ordinance (hereinafter collectively referred to as "Hazardous Substances") unless such are necessary to carry out Government's permitted use under Section 2 and unless Government fully complies with all federal, state, and local laws, regulations, statutes, and ordinances now in existence or as subsequently enacted or amended. Government shall comply with standards or requirements in effect for non-ionizing electromagnetic radiation levels as established by the Environmental Protection Agency (EPA) or other local governing agencies.

8. Government agrees to hold Lessor harmless from any liability or claims for damage or injury to property or persons on or about rental premises which are occasioned by the use of

the rental premises and are caused by the act of the Government, its agents or employees, except as may arise from breach of agreements of this lease by Lessor. Nothing herein shall be construed to relieve Lessor of liability from its own negligence, or that of its agents or employees.

9. Lessor reserves the right to permit, other Tenants/Operators to occupy the premises. In permitting such joint occupancy, the terms of any lease shall include a clause designed to preclude interference with the electronic communications facilities of current Tenants/Operators.

10. Should any interference problems arise among Tenants/Operators, due to the close proximity of the equipment, each Tenant/Operator shall be responsible for operating its equipment in a proper manner and on the proper frequencies, and each Tenant/Operator agrees to cooperate with the other in resolving interference problems. Technical staffs of the parties shall cooperate closely with each other in the planning, installation, and operation of all electronic equipment.

11. The Government, upon written or verbal notification by Lessor, shall immediately take remedial action to eliminate interference with other operators at this location caused by the Government's operations. In the event the Government fails to eliminate the interference within forty-eight (48) hours of Lessor contacting the Government, Lessor will have the right to disconnect power to any transmitters causing interference. If the interference affects emergency services or public safety, Lessor shall have a right to disconnect power to any transmitter causing interference immediately upon contacting the Government. For the purposes of this section, WSP shall be deemed to have contacted the Government when Lessor contacts **CBP Technical Support, John Lathrop, Northwest Region, 7710 North Market, Spokane, WA. 99217** at **509-370-0519 / john.lathrop@dhs.gov**. It shall be the responsibility of the Government to ensure that messages can be taken at this phone number. GOVERNMENT HEREBY WAIVES ANY CLAIMS THAT MAY ARISE OUT OF STATE DISCONNECTING POWER AS PROVIDED IN THIS SECTION.___ ___ **[GOVERNMENT INITIALS]**

12. Lessor assumes no responsibility, obligation or liability of any kind or nature for any outage on the power line to any of the facilities or for the operation of any emergency power source.

13. The Government agrees that they will not assign or transfer this lease nor permit others to use their facilities or equipment without the express consent of the Lessor.

14. The Government agrees that the existing building(s) and tower are and shall remain the property of the Lessor. The provision of this paragraph shall not apply to personal property, electronic communications equipment, or antennas of the Government.

15. Granting of this lease shall place no obligation upon the Lessor to warrant or defend the rights herein granted not to restore the premises in case of destruction by fire or other casualty nor to maintain the premises in any particular condition. Provided, however, Lessor will permit Government to insure their respective interests. Such insurance shall protect against fire and

16. Government shall comply with the standards in the "Minimum Communication Site Standards", attached as "Exhibit B". Lessor reserves the right to amend the standards set forth in "Exhibit B". Government shall be informed of such amendments and given six (6) months to comply after receipt of written notice.

17. Any notice under the terms of this lease shall be sent by certified mail, in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at, Contracts Manager, Washington State Patrol, Budget and Fiscal Services, PO Box 42602/210 – 11th Ave SW, Olympia WA 98504-and, if given by the Lessor shall be addressed to U.S Customs & Border Protection, FM&E, Real Estate Manager, Suite 300, 150 Westpark Way, Euless Texas 76040. Any change of address or contact person may be given in accordance with this section.

18. In the event of any breach of any provision of this lease by Government, the breach, whether material or not, shall be deemed a default entitling Lessor to cancel this lease and seek any other remedies set forth in this lease or otherwise available at law or equity, after Lessor has delivered to Government notice of the breach and a demand that the same be remedied immediately; provided Government shall not be in default if the breach pertains to the payment of money and Government cures the breach within twenty (20) days of receipt of the notice, or if the breach pertains to a matter other than the payment of any monies due under this lease, and Government shall after receipt of the notice promptly commence to cure the breach and shall cure the breach within forty-five (45) days after receipt of the notice; provided, however, if such breach is non-monetary in nature, and, as determined by Lessor, is not reasonably susceptible of being cured in said forty-five (45) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), the Government shall commence to cure such breach within said period and diligently pursue such action with continuity to completion. If Government fails to cure a default, all Government owned equipment shall at the option of Lessor, be removed by Government, or be removed by Lessor at the cost to Government. Any property so removed may be stored in a public warehouse or other suitable place at Lessor's discretion at the expense of Government. WSP shall not be responsible for any damages or losses suffered by Government as a result of, removal or storage, and no such action shall be construed as an election to terminate this lease unless a written notice of termination is given to Government.

19. If Government fails to perform any undertaking or promise contained herein, Lessor shall have the right but not the obligation to make such performance thirty (30) calendar days after expiration of the notice to cure defaults stated above.

20. If any litigation is brought to enforce any term, clause, provision or section of this lease or as a result of this lease in any way, the prevailing party shall be awarded its reasonable attorney's fees together with expenses and costs incurred with such litigation, including necessary fees, costs and expenses for services rendered at both trial and appellate levels as well as subsequent to judgment in obtaining execution thereof. In the event that parties to this lease engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution, including the cost of mediation or arbitration services. Each party shall be

responsible for their own attorney's fees incurred as a result of the alternative dispute resolution method.

21. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

22. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

23(a). The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

24. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessor unless endorsed herein in writing. And it is further understood that this lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Office of the Attorney General. It is further understood that this agreement shall not be valid and binding upon the State of Washington unless signed by the Lessor's agency's authorized representative.

25. This lease is subject to the terms and conditions of exhibits referenced herein, which are attached hereto and by this reference, made a part hereof:

List of Exhibits

Exhibit A	Described Premises and Legal Description
Exhibit B	Communication Site Standards
Exhibit C	Technical Data Sheet(s)
Exhibit D	Site Maintenance Responsibilities

26. This lease contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this lease shall be deemed to exist or to bind any of the parties hereto.

27. The Government's obligation to pay or reimburse any money under this lease is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this lease shall be interpreted to require obligations or payments by the Government in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

Robert Mak 1/15/13
Signature Date

ROBERT MAK, CFO
Printed Name and Title

THE UNITED STATES OF AMERICA

Dennis H Haessig 03/08/2013
Signature Date

DENNIS H. HAESSIG, Contracting Officer
Printed Name and Title

Federal Communication Site Land and Facility Lease
Approved as to Form Date January 20, 2012
by Shelley Williams
Assistant Attorney General
State of Washington

WASHINGTON STATE PATROL ACKNOWLEDGMENT

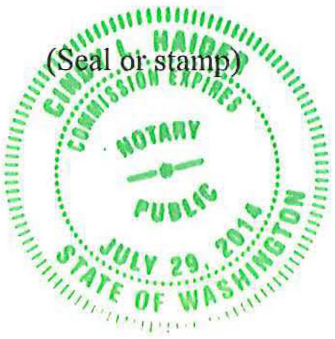
STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Robert L. Maki is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as Chief Financial Officer of the Washington State Patrol, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/5/2013

Cindy L Haides
(Signature)

(Seal or stamp)



Cindy L. Haides
(Print Name)
Notary Public in and for the State of Washington, residing at

Olympia

My appointment expires
July 29, 2014

LESSOR_____ GOVERNMENT DHH

GOVERNMENT ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as _____ of the _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

_____
(Signature)

(Seal or stamp)

_____
(Print Name)
Notary Public in and for the State of Washington, residing at

_____

My appointment expires

EXHIBIT A
DESCRIBED PREMISES AND LEGAL DESCRIPTION

Space on the Tower and in the existing equipment shelter, owned and operated by the Washington State Patrol Communications Site, located on U.S. Forest Service Property at Code 30(f) in the Code 30(f) Code 30(f)

EXHIBIT B
WASHINGTON STATE PATROL
MINIMUM COMMUNICATION SITE STANDARDS

1. WSP retains the right to inspect Lessee's equipment with 21 calendar days advance written notice to ensure compliance with site standards presently in effect or as may be amended. This clause shall not be construed as a duty to inspect.

2. Each transmitter at the site will be identified with the WSP document number, name of a person or service agency responsible for repairs, their telephone number, equipment receive frequency, and equipment transmit/receive tone frequencies.

3. All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed only with the written approval of WSP.

   a. Transmitters in the 29.8 to 54 MHZ range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB of attenuation removed 1.0 MHZ from the operating frequency.

   b. Transmitters in the 66 to 88 MHZ range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation Code 30(f) removed from the operating frequency.

   c. Transmitters in the 88 to 108 MHZ range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHZ from the operating frequency.

   d. Transmitters in the 88 to 108 MHZ range operating at a power level above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHZ from the operating frequency.

   e. Transmitters in the 130 to 225 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 1.0 MHZ removed from the operating frequency.

   f. Transmitters in the 400 to 470 MHZ range shall have at least 50 dB of isolation followed by a low pass filter and a band pass cavity with a minimum of 15 dB of attenuation 2.0 MHZ removed from the operating frequency.

   g. Transmitters in the 806 to 990 MHZ range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHZ removed from the operating frequency and 40 dB of

attenuation at 20 MHZ. Where mixed services share a common site, series cavities need be incorporated.

4. Lessee shall comply with General Engineering Standards, including but not limited to the following:

   a. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such the first RF amplifier in a receiver, which can re-radiate causing interference.

   b. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.

   c. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.

   d. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.

   e. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adaptors.

   f. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. All cables are to be grounded to the tower at the point where the cables leave the tower for the building entry.

   g. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.

   h. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals is prohibited. Transmission lines are to be insulated from metallic structures and objects. It is the duty of the installation personnel to prevent "diode junctions" from taking place.

   i. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be vinyl coated.

   j. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency (FCC, NTIA). There shall be no modifications that violate "FCC Type Acceptance."

k. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors shall be used on all coaxial cable connections to equipment enclosures. Gas, gap and MOV and Silicone Avalanche Diode (SAD) protectors shall be used in control, audio, telephone and power connections.

l. Radios, equipment and batteries installed shall use support equipment that is braced, anchored and/or secured in a manner that prevents or reduces possible damage due to an earthquake.

5. Interference Policy Statement:

a. In the event radio interference (RI) or physical interference occurs, all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. All equipment must be maintained in good working order and meet original manufacturers and FCC specification for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities, etc., may be required to correct specific problems.

b. Involved systems not in full compliance with these standards shall be required to comply immediately at their own expense.

c. WSP has the right to require the offending transmitter owner/operator to finance the required corrections or equipment necessary to correct the problem. WSP at its option may allow the affected receiver owner/operator to provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, i.e., not taken out of service without notifying the owner.

d. The 2.0 GHZ band is being developed. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed as needed.

6. For equipment using unlicensed frequencies:

a. All equipment shall be compliant with all FCC rules and regulations.

b. State has the right to require Lessee to provide additional interference protection devices for existing and new site users to reduce interference and accommodate site growth.

c. State has the right to require Lessee to reposition antennas on towers, add equipment shielding and reduce effective radiated power to reduce interference and accommodate site growth.

7. Electrical Standards in State Facilities:

a. Only assigned electrical outlets shall be used.

b. Additions or modifications shall not be made to any electrical distribution system without first securing State's written permission.

c. Access to the panelboard is provided for the circuit breaker to the user's assigned outlets.

d. Equipment and units shall have internal fusing to protect the supply circuit.

e. Cord connections for equipment and units shall have a ground wire and the attachment plugs shall have a "U" slot ground to provide a continuous ground from equipment to distribution panel.

f. Equipment and units shall have their own surge protection.

8. These are minimum standards of good engineering practice in the operation and maintenance of communication sites. These standards will be revised as deemed necessary by WSP.

9. These Communication Site Facility Standards are developed in conjunction with the Western Washington Cooperative Interference Committee (WWCIC) and the Washington State Patrol, Radio Program.

EXHIBIT C
TECHNICAL DATA SHEET(S)

For Communication Sites

1. Lessee Information:		**2. Chief Engineer or Service Provider Info:**	
Lessee Name: U.S. Customs & Border Protection,	Phone: (___) _____	Name: CBP Technical Support, John Lathrop	Phone: (509) 370-0519 john.lathrop@dhs.gov
Address FM&E, Real Estate Manager, Suite 300, 150 Westpark Way,	City, State, Zip: Euless Texas 76040	Address: Northwest Region, 7710 North Market	City, State, Zip: Spokane, WA. 99217.
		Emergency Phone: (509) 370-0519	

3. Premises Information:	
Site Name: Code 30(f)	FR Riverside, USFS 9320,3808
WSP Lease Number:	
Location at site: (Site or building name): Code 30(f)	Code 30(f)
Latitude and Longitude: (at center of tower) Latitude Code 30(f) Longitude Code 30(f) 8	☐ NAD27 or ☐ NAD83
Elevation of site: (at center of tower)	

4. Equipment

a. FCC/NTIA Call Sign	
b. Date FCC License Issued:	
c. Equipment Manufacturer:	Motorola
d. Model Number:	T5365A
e. Class of Service (FCC Symbol):	
f. Type of Emission (FCC Symbol):	
g. Effective Radiated Power (Watts)	
h. Transmit output power (watts):	125 continuous dute
i. CTCSS control tone (Hz):	154 MHz
j. Type of unit, i.e., microwave, cellular, paging, etc. **(For cell, also fill out 9. a. below)**	RF Repeater Quantar station
k. Is power on continuously?	☒Yes ☐No
l. If amateur radio operator, is this unit:	☐ Voice ☐ Packet

5. **Units (Transmitter only or Transmitter/Receiver):**
Complete for all leases

Transmit Freq. (MHZ)	Receive Freq. (MHZ)	Channels- please indicate number and type - analog, digital, etc)
Code 30(f)		Digital

6. **Dish Antennas**

Diameter (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna	Beam Path Width	Beam Path Length	Azimuth	Tilt
NA	NA	NA	NA	NA	NA	NA

7. **Pole (Stick) (or other type) Antennas**

Length (feet)	Location on Tower (i.e., SE Leg)	Height on Tower at Base of Antenna
10 FT DIPOLE (DB222-C)	LEG D	25 FEET

8. **Name of Location beam goes to:** Code 30(f)

9. **Additional Information:**

_____

_____

_____

9.a **Circle all that apply for cellular technology:**

AMPS	CDMA (IS-95A)	TDMA	GSM	iDEN	UTMS
	CDMA(IS- 95B)	IS-54	GSM w/ AMR	1XRTT	EDGE
	CDMA2000 1X	IS-136	GSM FFR w/AMR	1xEV	GPRS
Other (please specify)					

10. **Lease Summary Information:**

Lease Number: C130475GSC
Total Square Feet of Floor Space used four square feet
Number of Subscribers_____ (for cable tv only)

Site Name: Code 30(f)

Exhibit "D"

	Lessee	Lessor	Weekly	Monthly	Qtrly	Annually
A. Tower:						
Tower painting		√				
Tower maintenance		√				
Tower repair		√				
B. Shelter:						
Building maintenance		√				
Building repair & replacement		√				
Pest Control		√				
Security		√				
C. Grounds:						
Grounds maintenance		√				
Fence & gates		√				
Parking lot & maintenance		√				
Access easement & Right of Ways		√				WR
Trash removal		√				
Snow removal		√				
Ice bridge maintenance & repairs		√				
Environmental issues		√				
Security		√				
D. Electrical:						
Utilities		√				
Electrical service & repair		√				
Generator and systems maintenance		√				
Generator and systems repair		√				
Generator monthly testing		√				
Fuel		√				
Fuel tank		√				
E. Heating, Ventilation & Air cond:						
Heating & repair		√				
Air Conditioning & repair		√				
Plumbing/water & repair		√				
F. Other						
Road maintenance up to CBP Site		√				WR
Storm repair		√				WR

LESSOR_____ GOVERNMENT_____

Additional Terms and Conditions

Notwithstanding anything contained in this Lease, the following terms and conditions shall be deemed incorporated into this Lease and made part of:

1. **Hazardous Materials.** The Government, agent or contractor of Government will not cause or permit any hazardous or toxic materials, substances, pollutants or contaminants, including, without limitation, petroleum products, to be unlawfully released onto the leased premises, or unlawfully deposited, discharged or disposed of at the premises and in the event of any unlawful release, deposit or discharge by Government, agent or contractor any hazardous or toxic materials, substances, pollutants or contaminants, the Government shall promptly clean up and removed these substances in accordance with all applicable environmental laws, ordinances and regulations.

2. **Tower Fall Zone Waiver**. Government and Lessor acknowledges and agrees that (a) the location of the premises (site) desired by Government may encroach on local ordinance requirements for tower fall-down setbacks, as a result of Government's proposed tower location and Lessor's existing facilities on adjacent property; and (b) Government and Lessor agree to execute a waiver in reasonable form consenting to any such encroachments.

Escalator Analysis Calculation

Site	Code 30(f)			3.00%		
Lease #	WA DA00438					
				Escalator	3.00%	
Note: CBP Fiscal Yr. - Begins in Oct of Calendar YR						
Yr.-In-Term	**Year**	**FY Period**	**Yearly Rate**	**Monthly Rate**	**Quarterly Rate**	**Change**
1	2012	2013	$2,680.00			
2	2013	2014	$2,760.40	$230.03	$690.10	$82.81
3	2014	2015	$2,843.21	$236.93	$710.80	$85.30
4	2015	2016	$2,928.51	$244.04	$732.13	$87.86
5	2016	2017	$3,016.36	$251.36	$754.09	$90.49
6	2017	2018	$3,106.85	$258.90	$776.71	$93.21

WSP No. C130672GSC
Amendment 1

WASHINGTON STATE PATROL
INTERAGENCY AGREEMENT AMENDMENT
RADIO FREQUENCY USE

The above-referenced Agreement between the Washington State Patrol and the Federal Bureau of Investigation is hereby amended as follows:

a. The Period of Performance is extended through June 30, 2023.

b. The following section is added to DEPARTMENT RESPONSIBILITIES:

- In no case shall the Agency use the WSP frequencies for dispatching purposes, day-to-day communications, training, or other use not directly described as mutual aid or interoperability with WSP.

All other terms and conditions of the original Contract and any subsequent amendments thereto remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

Simon L. Tee
Grants and Contracts Manager

6-29-18
Date

FEDERAL BUREAU OF
INVESTIGATION

Jay S. Tabb
Special Agent in Charge

6/26/2018
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN

STATE OF WASHINGTON
WASHINGTON STATE PATROL

AND THE
FEDERAL BUREAU OF INVESTIGATION

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the Federal Bureau of Investigation, hereinafter referred to as the "Agency." This MOU is authorized under the provisions of Chapter 39.34 of the Revised Code of Washington.

THE PURPOSE OF THIS MOU is for WSP to allow the Agency to use the radio frequencies identified in this MOU for the furtherance of public safety and interoperability.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

FREQUENCY USE PERMIT
WSP grants to the Agency permission to transmit and receive on the frequencies identified on the Radio Frequency Use Authorization Request form attached to this MOU as Exhibit A (Radio Frequency Authorization Request) and incorporated into this MOU.

DEPARTMENT RESPONSIBILITIES
The Agency agrees to use the Frequencies:

- For mutual aid or emergency situation only.
- Consistent with Federal Communications Commission (FCC) rules and regulations contained in CFR 47, Part 90.
- Using procedures consistent with the WSP's established procedures. These procedures can be identified by contacting the training officer at the local communications center of the WSP.

Additional terms and conditions for Other Party use of the Frequencies are:

- The Agency will provide, maintain, and operate, at its own expense, the mobile or portable transmitter/receiver units. This shall include all costs incurred to Agency transmitter units if damage to operating frequencies occurs.
- The Agency and its employees or agents performing under this MOU are not employees or agents or the WSP.
- Permission for use of the Frequencies, and any claim arising under such permission, is not assignable or delegable by the Agency either in whole or in part.

PERIOD OF PERFORMANCE
Subject to other provisions, the period of performance of this MOU shall commence on the date of final signature and be completed on June 30, 2018, unless terminated sooner as provided herein.

COMPLIANCE WITH CIVIL RIGHTS LAWS
During the performance of this MOU, both parties shall comply with all applicable federal and state nondiscrimination laws.

RECORDS MAINTENANCE
Both parties to this MOU shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of this MOU. These records shall beavailable upon request to either party.

MOU MANAGEMENT
The work described herein shall be performed under the coordination of Charles J. Radabaugh of the Agency, and Ms. Donna Barnes of WSP for issues related to operational procedures and radio training and Mr. Robert Schwent of WSP for other issues, or their successors or designees. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.

HOLD HARMLESS
WSP shall be responsible for any damages due to the fault or negligence of WSP or its agents. The Agency shall be responsible for any damages due to the fault or negligence of the Agency or its representatives.

MOU ALTERATIONS AND AMENDMENTS
This MOU may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION
WSP may at any time terminate permission for the Agency to use the frequencies identied in this MOU.

ORDER OF PRECEDENCE
In the event of any inconsistency in the terms of this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations;
2. General Terms and Conditions contained in this MOU
3. Any other provisions of the MOU, whether incorporated by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU.

State of Washington
Washington State Patrol

John R. Batiste, Chief

8/1/13
Date

Federal Bureau of Investigation

Laura M. Laughlin
Special Agent-in-Charge

7/23/2013
Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

EXHIBIT A

RADIO FREQUENCY USE AUTHORIZATION REQUEST

WSP REQUESTOR			
NAME: Robert Schwent		TODAY'S DATE: 3/22/2013	DIST / DET: 10/25
BUREAU: TSB	DIVISION/DISTRICT/SECTION: ESD	MAIL STOP: 42645	WORK PHONE: (360) 534-0601

CONTACT INFORMATION FOR OTHER AGENCY			
NAME: Charles Radabaugh	AGENCY: Federal Bureau of Investigation		
ADDRESS: 1110 Third Avenue	CITY: Seattle	COUNTY: King	ZIP CODE: 98101
PHONE NUMBER: (206) 622-0460	FAX NUMBER:		STATE: WA
E-MAIL: charles.radabaugh@ic.fbi.gov			

☒ REQUEST TO USE WSP FREQUENCIES ☐ REQUEST TO USE ANOTHER AGENCY'S FREQUENCIES

SERVICES REQUESTED
(Fees may apply)

☐ Radio programming ☐ Radio maintenance and repair ☐ Dispatch service
☐ Record maintenance ☐ Radio Procedures Training
☐ Other *(Describe)*:

AUTHORIZATION

Comments: Approved via email by AC Gundermann						
DIVISION/DISTRICT COMMANDER	3/21/2013 DATE	APPROVE	☒	Yes	☐	No
Comments: For Interoperability use						
/s/ Robert Schwent ELECTRONIC SERVICES DIVISION	3/21/2013 DATE	VERIFIED	☒	Yes	☐	No
Comments:						
/S/ Mark E. Layhew COMMUNICATIONS	03/21/2013 DATE	VERIFIED	☒	Yes	☐	No
Comments:						
FIELD OPERATIONS BUREAU ASSISTANT CHIEF	DATE	VERIFIED	☐	Yes	☐	No
Comments:						
TECHNICAL SERVICES BUREAU ASSISTANT CHIEF	DATE	APPROVE	☐	Yes	☐	No

ADMINISTRATIVE ACCEPTANCE

Comments:						
BUDGET AND FISCAL SERVICES	DATE	VERIFIED	☐	Yes	☐	No

FCC LICENSES INFORMATION

FREQUENCIES REQUESTED

	FCC Call Sign	NAME	TRANSMIT (TX) MHz	TX PL TONE	TX PL CODE	RECEIVE (RX) MHz	RX PL TONE	RX PL CODE	HOW MANY RADIOS? MOBILE	PORTABLE
1	KOH326	Code 30(f)			-	Code 30(f)		-	50	50
2										
3										
4										
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Comments:

Transmit power limited to 50W

SPOKANE VIOLENT
CRIME GANG
ENFORCEMENT TEAM

January 23rd, 2014

Board of Directors
Spokane Violent Crime Gang Enforcement Team

Dear Board of Directors,

The following law enforcement personnel are assigned to the Spokane Violent Crime Gang Enforcement Team:

Board of Directors:

Spokane County Sheriff Ozzie Knezovich or designee
Spokane Police Department Chief Frank Straub or designee
Spokane Valley Police Department Chief Rick VanLeuven or designee
Washington State Patrol Chief John Batiste or designee
FBI Senior Supervisory Resident Agent Frank Harrill or designee

Operations:

Lieutenant Mark Griffiths – SPD
Lieutenant John Nowels – SCSO/SVPD
Sergeant Michael Kittilstved – SCSO/SVPD
Sergeant Kevin Keller – SPD
Detective Brad Richmond – SCSO/SVPD
Detective Ron Miya – SCSO/SVPD
Detective Kevin Langford – SPD
Detective Devin Presta – SPD
Detective Bryant Blake – WSP
Officer Adam Valdez – SPD
Officer Matt Rose – SPD
Special Agent Bryce Pangburn – US Border Patrol
Special Agent Jennifer Banks – FBI
Special Agent Mike Northcutt - ATF

Operation – Special Circumstances:

Captain Jim Goodwin – SCSO/SVPD
Lieutenant John Nowels – SCSO/SVPD
Captain Brad Arleth – SPD
Lieutenant Mark Griffiths – SPD
Lieutenant Steve Wohl -SPD

SPOKANE VIOLENT CRIME GANG ENFORCEMENT TEAM

For the sole purpose of authorizing Washington State wire intercepts, under RCW 9.73.230, Spokane County Sheriff Captain Jim Goodwin, Lieutenant John Nowels, Spokane Police Department Captain Brad Arleth, Lieutenant Mark Griffiths and Lieutenant Steve Wohl are members of the Operations – Special Circumstances section.

Sincerely,

Ozzie Knezovich, Sheriff
Spokane County Sheriff's Office

1/27/14
Date

Frank Straub, Chief
Spokane Police Department

1/28/14
Date

Rick VanLeuven, Chief
Spokane Valley Police Department

2/17/14
Date

John Batiste, Chief
Washington State Patrol

Date

SPOKANE VIOLENT CRIME GANG ENFORCEMENT TEAM

January 23rd, 2014

Board of Directors
Spokane Violent Crime Gang Enforcement Team

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Detective Kevin Langford – SPD
Detective Devin Presta – SPD
Detective Bryant Blake – WSP
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Sincerely,

Ozzie Knezovich, Sheriff
Spokane County Sheriff's Office
Date: 1/27/14

Frank Straub, Chief
Spokane Police Department
Date: 1/28/14

Rick VanLeuven, Chief
Spokane Valley Police Department
Date: 2/17/14

John Batiste, Chief
Washington State Patrol
Date: 3/11/14

C140168GSC

WASHINGTON STATE PATROL
ACCESS USER ACKNOWLEDGMENT

I. Introduction

Since its inception, the National Crime Information Center (NCIC) has operated under a shared management concept between the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Division and state users. The NCIC Advisory Policy Board established a single state agency in each state to assume responsibility as the NCIC CJIS Systems Agency (CSA) for all agencies within the state. The CSA is responsible for the planning of necessary hardware, software, funding, security, auditing, and training of all authorized agencies within the state for complete access to FBI CJIS systems data services. The Washington State Patrol (WSP) Criminal Records Division (CRD) Administrator is designated as the NCIC CJIS Systems Officer (CSO). The FBI CJIS Division requires the CSO to manage the following:

1. Operational, technical, and investigative assistance to NCIC users
2. Telecommunications lines to a state interface
3. Legal and legislative review of matters pertaining to NCIC
4. Timely distribution of information related to all aspects of NCIC system usage by means of the NCIC Operating Manual, CJIS Security Policy, Technical and Operational Updates, and related documents
5. Training and training materials to all participating agencies
6. System security to include physical security, personnel, and all technical aspects of security as required with the CJIS Security Policy

The following documents are incorporated by reference and made part of this user acknowledgment:

1. Washington Crime Information Center (WACIC) Manual
2. A Central Computerized Enforcement Service System (ACCESS) Manual
3. CJIS Security Policy
4. U.S. Code of Federal Regulations, Title 28, Part 20
5. Applicable federal and state laws and regulations; ACCESS/WACIC rules, regulations, and policies as recommended by the ACCESS Section

II. Primary Connection and Originating Agency Identifier (ORI) Issuance

All agencies that inquire on or enter data into ACCESS must have a primary connection to ACCESS and a signed WSP ACCESS User Acknowledgment on file prior to adding secondary connections such as regional management systems. Agencies must ensure that all system use through both the primary or secondary connections remain in compliance with ACCESS and FBI CJIS rules.

The CSO will coordinate the assignment of new ORI numbers, the change in ORI location or address, and any other changes, cancellations, or retirements of ORIs accessing WACIC/NCIC. The assignment of an ORI to an agency is not a guarantee of access to the state and federal systems. The CSA makes the final determination of who may access WACIC/NCIC based on the standards provided by the CJIS Security Policy and determination of an agency's administration of criminal justice. Any requests for additional

ORIs by an agency will be approved by the WSP ACCESS Section Manager after verification during a review audit of agency compliance. See ACCESS Manual Additional ORI Request Section for more information.

III. Administrative Responsibilities

The agency shall respond to requests for information by the FBI CJIS Division or ACCESS in the form of questionnaires, surveys, or similar methods, to the maximum extent possible, consistent with any fiscal, time, or personnel constraints of that agency.

All agencies are required to have formalized written procedures for the following, if applicable: validations, hit confirmation, criminal history use and dissemination, ACCESS misuse, record entry (for all record types entered into WACIC and NCIC), background check re-investigations, password management, and wireless device usage.

The CSO provides system training to agencies accessing WACIC/NCIC through the state computer system. If employees are using inquiry only functions, they must attend Level I certification training. Employees entering information into the NCIC/WACIC system must attend Level II certification training. All certifications must be renewed biennially. All staff who manage ACCESS users and are not ACCESS certified must view the Peer Training Module online and sign the signature log, which must be kept at the agency for review during the triennial ACCESS audit.

A Terminal Agency Coordinator (TAC) must be assigned for each terminal agency. This person is the point of contact (POC) for the agency. A TAC must maintain a Level II ACCESS certification. The TAC retains the responsibility of ensuring his/her agency is in compliance with state and FBI CJIS Division policies and regulations. A TAC must attend TAC training once during the triennial audit cycle. The TAC is required to read and follow the duties as defined in the TAC Guide.

For those agencies providing ACCESS services through regional computer systems to outside agencies, the TAC shall be responsible for the dissemination of all administrative messages received on the 24 hour printer to those agencies.

The CSO provides the criminal justice community with the current ACCESS Manual, WACIC Manual, NCIC Operating Manual, NCIC Code Manual, and CJIS Security Policy. Manual updates are provided on a quarterly basis. The agency shall incorporate such changes upon receipt. Information is provided via email and can be found on the ACCESS website at the following link:

http://www.wsp.wa.gov/_secured/access/access.htm

IV. Criminal History Record Information (CHRI) Responsibilities

Each agency shall conform to system policies, as established by the FBI CJIS Division and ACCESS, before access to CHRI is permitted. This will allow for control over the data and give assurance of system security.

1. The rules and procedures governing terminal access to CHRI shall apply equally to all participants in the system
2. All criminal justice agencies with ACCESS terminals and access to computerized CHRI data from the system shall permit an FBI CJIS Division or ACCESS audit team to conduct appropriate audits. Agencies must cooperate with these audits and respond promptly

3. All terminals interfaced directly with the ACCESS/WACIC/NCIC systems for the exchange of CHRI must be under the management control of a criminal justice agency, as defined by the CJIS Security Policy
4. All agencies must ensure they provide all required information when running criminal history checks. WSP retains access to all agency criminal history logs through the ACCESS System. Secondary dissemination of criminal history must be logged by the agency

V. Record Entry Responsibilities

Record Quality

Criminal justice agencies have a specific duty to maintain records that are accurate, complete, and current. ACCESS recommends agencies conduct self audits as a means of verifying the completeness and accuracy of the information in the system. These self assessments should be on a continual basis to ensure both quality assurance and compliance with standards. Errors discovered in NCIC records are classified as serious errors, form errors, or an error trend.

Serious errors: FBI CJIS will cancel the record and notify the entering agency via administrative message. The message provides the entire canceled record and a detailed explanation of the reason for cancellation.

Form errors or error trends: The CSA notifies the ORI by letter of the corrective action to be taken. No further notification or action will be taken by the CSA, unless the CSA deems it appropriate.

Timeliness

WACIC/NCIC records must be entered promptly to ensure maximum system effectiveness. Records must be entered according to standards defined in the ACCESS, WACIC, and NCIC operational procedures.

Accuracy and Completeness

The accuracy of WACIC/NCIC data must be double checked and documented, including the initials and date by a second party. The verification should include assuring the data in the WACIC/NCIC record matches the data in the investigative report and that other checks were made. Agencies lacking support staff for this double checking should require the case officer to check the record.

Complete records of any kind include all information available on the person or property at the time of entry. ACCESS recommends "packing the record" for all entries. Complete inquiries on persons include numbers that could be indexed in the record (i.e. Social Security Number, Vehicle Identificaiton Number (VIN), Drivers License Number, etc.). Inquiries should be made on all names/aliases used by the suspect. Complete vehicle inquiries include VIN and license plate numbers.

Record Validations

NCIC/WACIC validation listing are prepared pursuant to a schedule, as published in the WACIC Manual. These listings are distributed to the originating agency via File Transfer Protocol (FTP).
Validation requires the originating agency to confirm the record is complete, accurate, and active. Validation is accomplished by reviewing the original entry and current supporting documents, and by recent consultation with any appropriate complainant, victim, prosecutor,

court, motor vehicle registry files, or other appropriate source or individual. In the event the ORI is unsuccessful in its attempts to contact the victim, complainant, etc., the entering agency must make a determination based on the best information and knowledge available whether or not to retain the original entry in the file.

The agency must sign the validation certificate and fax, mail, or email a copy to the ACCESS Section each month certifying the records were validated. If the CSA has not received a validation certificate response from an agency within the specified period of time, the CSA will purge all records which are the subject of that agency's validation listings from NCIC and WACIC.

VI. Security Responsibilities

Technical Roles and Responsibilities

All agencies participating in ACCESS must comply with and enforce system security. Each interface agency (city, county, or other agency) having access to a criminal justice network must have someone designated as the security POC. A criminal justice network is a telecommunications infrastructure dedicated to the use by criminal justice entities exchanging criminal justice information. Security POCs shall be responsible for the following:

1. Identifying the user of the hardware/software and ensuring that no unauthorized users have access to the same
2. Identifying and documenting how the equipment is connected to the state system
3. Ensuring that personnel security screening procedures are being followed as stated in the CJIS Security Policy
4. Ensuring that appropriate hardware security measures are in place
5. Supporting policy compliance and keeping the WSP Information Security Officer (ISO) informed of security incidents
6. If the technical POC changes at your agency, complete a System Memo 550 indicating the newly appointed technical POC

Security Enforcement

Each interface agency is responsible for enforcing system security standards for their agency, in addition to all of the other agencies and entities to which the interface agency provides CJIS and Washington State Department of Licensing (DOL) records information. Authorized users shall access CJIS and DOL systems and disseminate the data only for the purpose for which they are authorized. Each criminal justice and non-criminal justice agency authorized to access FBI CJIS systems and DOL shall have a written policy for the discipline of policy violators.

Technical Security Training

All Information Technology (IT) employees who have access to and those who have direct responsibility to configure and maintain FBI CJIS systems must review security awareness training within six months of their appointment or assignment. Documentation pertaining to the materials used and those employees which receive security awareness training shall be maintained in a current status.

Physical Security

A physically secured location is a criminal justice facility, an area, a room, a group of rooms, or a police vehicle that is/are subject to criminal justice agency management control/security addendum and which contain hardware, software, and/or firmware (e.g., information system

servers, controlled interface equipment, associated peripherals or communications equipment, wire closets, patch panels, etc.) that provide access to the CJIS sensitive facilities and restricted/controlled areas shall be prominently posted and separated from non-sensitive facilities and non-restricted/controlled areas by physical barriers that restrict unauthorized access.

All personnel with access to computer centers, terminal areas, and/or areas where CJIS information is housed shall either be escorted by authorized personnel at all times or receive a fingerprint-based background check.

Personnel Security
To verify identification, state of residency and national fingerprint-based record checks shall be conducted within 30 days of initial employment or assignment for all personnel who have authorized access to FBI CJIS systems and those who have direct responsibility to configure and maintain computer systems and networks with access to FBI CJIS systems. All requests for system access shall be made as specified by the CSO. The CSO or their official designee is authorized to approve CJIS systems access. All official designees to the CSO shall be from an authorized criminal justice agency.

Support personnel, contractors, and custodial workers who access computer terminal areas shall be subject to a state of residency and national fingerprint-based record check, unless these individuals are escorted by authorized personnel at all times. Authorized personnel are those persons who have passed a state and national fingerprint-based record check and have been granted access.

Private Contractors/Vendors
Private contractors shall be permitted access to CJIS record information systems pursuant to an agreement which specifically identifies the contractor's purpose and scope of providing services for the administration of criminal justice. The agreement between the criminal justice government agency and the private contractor shall incorporate the CJIS Security Addendum approved by the Director of the FBI. Private contractors who perform the administration of criminal justice shall meet the same training and certification criteria required by governmental agencies performing a similar function, and shall be subject to the same extent of audit review as are local user agencies.

Computer Security
All computers accessing CJIS data must have the following, as outlined in the CJIS Security Policy:

1. Password management
2. Current virus protection
3. Firewalls

VII. Compliance Audits

The FBI CJIS Division requires triennial audits conducted by the CSA to review CJIS standards of compliance and provide recommendations for best business practices. WSP audit staff provide three types of reviews:

1. **Agency Compliancy Review:** WSP Auditors conduct an administrative interview with the TAC. The interview includes questions to determine adherence to WACIC/NCIC policy requirements including:

a. TAC responsibilities
b. ACCESS certification and re-background of all personnel who use or work on the connection to ACCESS
c. System security
d. Criminal history use and dissemination
e. National Instant Criminal Background Check System (NICS)
f. Record entry and maintenance
g. Hit confirmation
h. ORI usage and administration of criminal justice functions
i. Written procedures
j. Validation efforts

2. **Data Quality Review:** WSP Auditors conduct an on-site data quality review. Auditors compare NCIC/WACIC records against agency case files. Auditors check for accuracy, completeness, and verify entry and removal practices. The auditors document records with errors for the agency to update.

3. **Auditor Recommendations for Best Practices:** WSP Auditors provide a compliance report of information received during the interview and data quality review. They provide recommendations for best business practices.

VIII. Technical Security Audits

The agency is responsible for compliance to technical standards set forth by ACCESS and the CJIS Security Policy. Technical security audits will follow the WACIC/NCIC triennial audit schedule.

1. **Agency Compliancy Review:** The WSP ISO performs security audits addressing the following compliance areas:

a. Security enforcement
b. IT Security
c. Advanced authentication
d. Encryption
e. Internet
f. Wireless
g. Security incidents
h. Written procedures

WSP ACCESS USER ACKNOWLEDGMENT

As an agency head/director, I hereby acknowledge the duties and responsibilities as set forth in this ACCESS User Acknowledgement, as well as those documents incorporated by reference. I acknowledge that these duties and responsibilities have been developed to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the WACIC/NCIC system. I also acknowledge that a failure to comply with these duties and responsibilities will subject my agency to various sanctions. These sanctions may include the termination of ACCESS/WACIC/NCIC services to my agency.

I further understand DOL may review activities of any person who receives vehicle, vessel, and firearm record information to ensure compliance with limitations imposed on the use of the information. The DOL shall suspend or revoke for up to five years the privilege of obtaining information of a person found to be in violation of RCW 42.56 RCW. I understand misuse of this information is a gross misdemeanor and is punishable by a fine not to exceed $10,000 or by imprisonment in a county jail not to exceed one year, or both such fine and imprisonment for each violation. RCW 46.12.390.

Agency Name:	Washington Department of Fish and Wildlife	
ORI:	WA0349900	
Agency Head Name (printed):	Bruce Bjork	
Agency Head Email:	bruce.bjork@dfw.wa.gov	
Agency Head Telephone Number:	(360) 902-2373	
Agency Head Signature		Date: 4-1-13
Technical POC Name (printed):	Brett McCarron	
IT POC Telephone Number:	(360) 902-2331	
IT POC Email:	brett.mccarron@dfw.wa.gov	

Please return a copy of this signature page to the WSP ACCESS Section.

24x7 Hit Confirmation Agreement
Must be completed by agencies who:

A. **Provide 24/7 teletype printer coverage for another agency.**
B. **Receive 24/7 teletype printer coverage from another agency.**

Every terminal agency that enters records destined for NCIC/WACIC must ensure hit confirmation is available for all records, except III, 24 hours per day either at the agency or through a written agreement with another agency at its location. The terminal agency printer must be monitored 24 hours per day. In the event that 24 hour per day hit confirmation coverage is not available, the terminal agency printer must be capable of being forwarded to a 24 hour a day facility. A 24 hour telephone number of the agency responsible for confirming hits must be placed in the Miscellaneous Field of every entry.

Parties who enter into this agreement must adhere to the response times and regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

Termination of Agreement
This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days. Termination of this agreement requires the agency printer to be forwarded to another 24 hour per day facility.

I hereby acknowledge the responsibility and duty to perform teletype hit confirmation to the terminal agency 24 hours per day within the requirements defined by NCIC/WACIC and the CJIS Security Policy.

Agency Providing 24/7 Coverage:		
ORI:		
Agency Head Name (printed):		
Agency Head Signature:		Date:

Agency Receiving 24/7 Coverage:		
ORI:		
Agency Head Name (printed):		
Agency Head Signature:		Date:

Holder of the Record Agreement
Must be completed by agencies who:

A. Use their ORI to enter another agency's records.
B. Have their records entered under another agency's ORI.

A Holder of the Record Agreement (HORA) is required when an agency uses their ORI to enter another agency's records, thus becoming the holder of the record. The holder of the record is defined as an agency that is using their ORI to enter another agency's records. The owner of a record is defined as the agency where the record originated.

The purpose of this agreement is to establish responsibility for records entered in WACIC and NCIC by the holder of record under its NCIC assigned ORI on behalf of the owner of record. As they relate to records entered for the owner of record, the holder of record assumes the following responsibilities: data entry; documentation; cancellation and modification of entries; timeliness of entries, cancellations and modifications; hit confirmation; and validation of entries. The owner of the record is also responsible for providing the HORA with information for entry in a timely manner.

The holder of record must adhere to the regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

Entries provided under the HORA (check all that apply):

☐ All entries	☐ Articles	☐ Boats	☐ Gangs
☐ Guns	☐ Identity Theft	☐ Images	☐ License Plates
☐ Missing Persons	☐ Person of Interest	☐ Protection Orders	☐ Securities
☐ Supervised Persons	☐ Unidentified Persons	☐ Vehicles	☐ Vehicle/Boat Parts
☐ Wanted Persons	☐ Watch Your Car		

Termination of Agreement
This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days. Termination of this Agreement shall not negate the obligation of either party to maintain records entered under this agreement to ensure their accuracy and timeliness.

Agency Acting as the Holder of the Record:		
ORI:		
Agency Head Name (printed):		
Agency Head Signature:		Date:

Agency Acting as the Owner of the Record:		
ORI:		
Agency Head Name (printed):		
Agency Head Signature:		Date:

Inter-agency Agreement
Must be completed by agencies who:

A. **Provide criminal justice services to another agency.**
B. **Receive criminal justice services from another agency.**

An inter-agency agreement describing the criminal justice services provided and/or received by an agency must be in place.

Agency Providing Service: Washington State Patrol

Agency Receiving Service: Washington Department of Fish and Wildlife

Services Provided (check all that apply):

- ☐ Hit confirmation
- ☐ Dispatch
- ☐ Record entry
- ☐ Record validations
- ☑ Other services (describe):
  WSP Communications provides Wildlife Officers with Criminal Justice Information (CJI) via the ACCESS Switch.
- ☐ Gun transfers/Concealed Pistol Licenses (CPLs)
- ☐ Use of regional management system
- ☐ Terminal connection to ACCESS
- ☐ Information Technology (IT) services

Parties who enter into this agreement must adhere to the regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

Termination of Agreement
This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days.

Agency Providing Criminal Justice Service(s):	Washington State Patrol	
ORI:		
Agency Head Name (printed):		
Agency Head Signature:	John R Batista	Date: 9/9/13

Agency Receiving Criminal Justice Service(s):	Washington Department of Fish and Wildlife	
ORI:	WA0349900	
Agency Head Name (printed):	Bruce Bjork	
Agency Head Signature:	B Bjork	Date: 9-15-13

Management Control Agreement

Must be completed by agencies who:

A. Have a city or county Information Technology (IT) department handling IT services for the criminal justice agency.

Pursuant to the CJIS Security Policy Version 5, Sections 3.2.2 and 5.1, it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with the A Central Computerized Enforcement Service System (ACCESS) for the interstate exchange of criminal history/criminal justice information, the Criminal Justice Agency shall have the authority, via managed control, to set and enforce:

(1) Priorities.
(2) Standards for the selection, supervision, and elimination of access to personnel who may be tasked with working on or interfacing with any of the telecommunication systems or criminal justice systems/computers enumerated in paragraph three below.
(3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
(4) Restriction of unauthorized personnel from access or use of equipment accessing the State network.
(5) Compliance with all rules and regulations of the Criminal Justice Agency Policies and CJIS Security Policy in the operation of all information received.

"Responsibility for management of security control shall remain with the criminal justice agency." CJIS Security Policy Version 5.1, Section 3.2.

This agreement covers the overall supervision of all Criminal Justice Agency systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any Criminal Justice Agency system to include NCIC Programs that may be subsequently designed and/or implemented within the Criminal Justice Agency.

Agency Providing IT Service(s):		
Agency Head Name (printed):		
Agency Head Signature:		Date:

Criminal Justice Agency Receiving IT Service(s):		
ORI:		
Agency Head Name (printed):		
Agency Head Signature:		Date:

WSP CONTRACT NO.: C141109FED

MEMORANDUM OF AGREEMENT

BETWEEN

WASHINGTON STATE PATROL

AND

THE FEDERAL BUREAU OF INVESTIGATION

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) between the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Division and Washington State Patrol (WSP) is to establish the framework governing the respective responsibilities of the Parties for the provision of services of submission and process of fingerprints and other biometric information and criminal history record information (CHRI) checks for the noncriminal justice purposes of licensing or employment.

II. PARTIES

This MOA is entered into by the FBI and WSP.

To provide consistent and effective communication between the FBI and the WSP, each Party shall appoint a central point of contact (POC) on matters related to billings and collections for this MOA.

FBI :

Debra L. Long
Fee Programs Unit
(304) 625-2360
<fee_programs_unit@ic.fbi.gov>
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

WSP:

Deborah Collinsworth
Identification and Criminal History Section Manager
(360) 534-2102
<Deborah.collinsworth@wsp.wa.gov>
Post Office Box 42619
Olympia, Washington 98504-2619

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III. AUTHORITIES

The FBI is authorized to enter into this agreement by Title 28, United States Code (U.S.C.), Section (§) 534, Public Law (Pub. L.) 92-544 (86 Stat. 1115); Security Exchange Act of 1934 § 17(f)(2), as amended by the Securities Acts Amendments of 1975, Pub. L. 94-29, 15 U.S.C. 78q; other federal laws, and the provisions of the Outsourcing of Noncriminal Justice Administrative functions as set out at Title 28, Code of Federal Regulations, Part 906.

WSP is authorized under Pub. L. 92-544 and other federal laws.

IV. BACKGROUND INFORMATION

The FBI will provide identification services under this MOA as defined in the Electronic Biometric Transmission Specification (EBTS), currently dated July 2, 2013, as set out at <www.fbi.biospecs.org>.

V. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the FBI:

1. The FBI shall return the results of the search as detailed in the EBTS to WSP.

2. The FBI shall bill WSP monthly for those CHRI requests received during the preceding or earlier months for which no prior voucher has been submitted.

3. The FBI shall ensure WSP will not be charged a supplemental fee for the resubmission and reprocessing of an illegible (i.e., unclassifiable) request, providing WSP has followed the resubmission procedures outlined in the EBTS.

4. The FBI shall periodically conduct a review of the current costs of providing the services under this MOA, in order to set the fee at a level to recover the direct and indirect costs. This review will be conducted by a method of analysis consistent with widely accepted accounting principles and calculated in accordance with the provisions of 31 U.S.C. § 9701 and other federal law as applicable. Any change in fee will be published as a notice in the *Federal Register* no less than ninety (90) days in advance of such change.

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B. Responsibilities of the WSP:

1. WSP will ensure that the fingerprints for each CHRI check are submitted in compliance with the EBTS.

2. In response to the monthly bill from the FBI, the WSP will remit payment in compliance with the Debt Collection Improvement Act of 1996, Pub. L. 104-134, 110 Stat 1321. The following represents the different payment types:

   a. Electronic - The U. S. Treasury's Pay.gov program located at <www.pay.gov>. Both Parties recognize and acknowledge that electronic payments are the preferred method.

   b. Check - The WSP must include the Accounts Receivable Number from the bill on the payment check, along with a copy of the Central Agency Summary page of the bill.

3. If operating as an approved centralized billing service provider, as set out in the *Federal Register*, 73 FR 34908, June 19, 2008, the WSP is permitted to retain a portion of the fee (currently $2.00) for collecting the appropriate fee from individuals or subordinate agencies and submitting a consolidated payment to the FBI.

VI. EFFECT OF THIS AGREEMENT

A. WSP will use one of the above payment provisions for the purpose of paying for the services that is the subject matter of this MOA. The Parties acknowledge that:

1. This MOA is not intended to be legally binding and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise between or against either Party, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel of any of the foregoing.

2. This MOA shall have no force or effect on the payment provisions.

3. The Parties are entering into this MOA for the sole purpose of further documenting their understanding to better manage the relationship between them. The Parties will seek to resolve any disputes regarding this MOA by mutual consultation.

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WSP IDENT SECT

B. This MOA is not an obligation or commitment of funds, or a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties of the matters described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to the MOA. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the language in the MOA in no way implies that funds will be made available for such expenditures.

C. This MOA does not construe an agreement for any Party to assume or waive any liability or claim under any applicable law.

VII. PRIVACY

The Parties to this agreement acknowledge that the information involved may pertain to U.S. persons and is thus protected by the Privacy Act of 1974, 5 U.S.C. § 552a, and/or Executive Order 12.333 or any successor executive order. All such information will be handled lawfully pursuant to the provisions thereof.

The Parties will review and make appropriate changes, if needed, to their privacy compliance documents, including applicable Privacy Act system of records notices and notices required by the Privacy Act to ensure that the scope and routine uses of such notices permit the collection, maintenance, and/or sharing of personally identifiable information (PII) provided under this MOA.

Each Party is responsible for making reasonable efforts to ensure that the information it uses and/or discloses is accurate, complete, timely, and relevant.

In the event that either Party becomes aware of any inaccuracies in information received from the other Party pursuant to this MOA, it will promptly notify the information provider so that corrective action can be taken.

The Privacy Act requires that an agency maintain the ability to provide an accounting for covered disclosures made outside the disclosing agency. The accounting must include the date, nature, and purpose of each disclosure and the name and address of the person or agency to which the disclosure is made. The accounting must be maintained for five (5) years after the disclosure for which the accounting is required or for the life of the record, whichever is longer. To the extent this provision of the Privacy Act is applicable to disclosure of PII made under this MOA, each Party will be responsible for compliance.

Each Party will immediately report to the other Party each instance in which information received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any information losses or breaches).

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WSP IDENT SECT

VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

This agreement shall be effective when executed by all of the Parties and will continue in effect until terminated. The agreement may be modified at any time by written consent of all Parties.

This MOA may be terminated, with respect to any Party, at any time upon written notice of withdrawal to all other Parties. Any Party desiring to withdraw from this MOA will provide such written notification to all Parties at least ninety (90) days prior to withdrawal.

FOR THE FEDERAL BUREAU OF INVESTIGATION

Jeremy M. Wiltz
Acting Assistant Director
Criminal Justice Information
Services Division

Date: 2/18/14

Kathrina L. Sliger/Contracting Officer

Date: 2/14/14

FOR WASHINGTON STATE PATROL

John R. Batiste/Chief
G. Curt Hattell, Deputy Chief

Date: 3-10-14

WASHINGTON STATE PATROL **WSP Academy Facility Use Agreement**	WSP Agreement No. **C141295GSC**
	Other Agreement No.

This Agreement is between the State of Washington, Washington State Patrol and the Organization identified below.

ORGANIZATION NAME

Department of Homeland Security, Federal Protective Service

Organization Location Address	Organization Billing Address (if different from location address)
Federal Protective Services 32125 32nd Ave S. Federal Way WA 98001	
Organization Contact Name R.J. Angeles, Regional Training Prog. Mgr.	Organization Contact Telephone 253-815-4710
Organization Contact Fax (253) 815-4739	Organization Contact E-mail Address Ryan.J.Angeles@hq.dhs.gov

WSP Contact Information

WSP Project Manager Name and Title	WSP Project Manager Address
Lieutenant Timothy D. Coley WSP Training Division	WSP Training Academy 631 W Dayton-Airport Road Shelton WA 98584-8945

Telephone	Fax	E-mail Address
(360) 432-7502	(360) 432-7642	tim.coley@wsp.wa.gov

WSP Administrative Contact Name and Title	WSP Administrative Contact Address
Ms. Rebecca Kirby Contracts Specialist	PO Box 42602 Olympia WA 98504-2602

Telephone	Fax	E-mail Address
(360) 596-4071	(360) 596-4077	Rebecca.kirby@wsp.wa.gov

Agreement Start Date	**Agreement End Date**
DOE	**11/30/2019**

ATTACHMENTS. The following Exhibits are attached to and incorporated into this Agreement by reference:

- General Terms and Conditions
- Exhibit A, Facility Use Regulations
- Exhibit B, Individual Release of Civil Claims and Indemnity Agreement
- Exhibit C, Insurance Requirements for EVOC Use

This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.

FOR THE WASHINGTON STATE PATROL:	**FOR THE ORGANIZATION:**
WSP Signature Date 4/19/10	Organization Signature Date 11/14/14
FOR: John R. Batiste, Chief	Printed Name and Title Gabriel R. Russell Deputy Regional Director Federal Protective Service, Region 10

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 7/3/03

WSP Academy Facility Use Agreement
General Terms and Conditions

1. **Statement of Work.** Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:
   - Overnight lodging for students
   - Meals for students attending training at the WSP Academy
   - Classroom use, including a personal computer lab
   - Multipurpose Building/Gym
   - Training Tank/Pool
   - Firing Range
   - Hazardous Materials Training Pit
   - Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
   - Instructors for various subjects, including EVOC and the Firing Range

   The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

2. **Registration for Use of Facilities.** The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:
   - This Facility Use Agreement Number
   - The facility being requested
   - The dates/times the facility will be needed
   - An Organization point of contact for this use

   If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

3. **Facility Regulations.** The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The *WSP Facility Use Regulations* are attached as Exhibit A to this Agreement. Additionally, each individual using either the Multipurpose Building/Gym for ground tactics training, the EVOC, the Firing Range, or the Training Tank/Pool shall sign *a Release of Civil Claims and Indemnity Agreement* (Exhibit B) prior to facility use.

4. **Insurance Requirements for EVOC Use.** If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit C, *Insurance Requirements for EVOC Use.*

5. **Fees.** The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.

6. **Payment for Services.** WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.

7. **Definitions.**

   "Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

   "Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

8. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
9. **Agreement Alterations and Amendments.** WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
10. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
11. **Disputes.** In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
12. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
13. **Indemnification.** The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
14. **Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
15. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
16. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
17. **Responsibility for Property Damage.** The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
18. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
19. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
20. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

WSP FACILITY USE REGULATIONS

1. **General Rules for All Facilities**
   a. Safety is the first concern while using WSP facilities.
   b. Report all injuries to the WSP Administrative Building immediately.
   c. The Organization must check in at the WSP Administrative Building prior to beginning training.
   d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
   e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
   f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.
2. **Classrooms**
   a. No smoking, food or beverages are allowed in the classrooms.
   b. Place chairs on top of desks after the last class of the day.
   c. Ensure that all materials and trash are cleaned up at the end of the day.
   d. Do not open classroom windows.
3. **Multipurpose Building (Gym)**
   a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
   b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
   c. Appropriate attire shall be worn at all times.
   d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
   e. Bag gloves will be worn to protect hands while hitting punching bags.
   f. No competitive sparring or wrestling is allowed.
   g. Do not engage in weightlifting without a spotter.
   h. Clean and replace all equipment after use.
4. **Training Tank**
   a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
   b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
   c. There is absolutely no running in the Training Tank area.
   d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
   e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
   f. The Organization shall ensure the Training Tank area is locked and secured after use.
5. **Firing Range**
   a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
   b. All firing range training must be supervised by a qualified firearms instructor.

c. All personnel present must use eye and hearing protection, as well as protective body armor.
d. Steel targets will not be engaged closer than 15 yards.
e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
k. Firearms may be cleaned in designated areas only.
l. No food, beverages or smoking is allowed in the firing range area.
m. Horseplay or unruly behavior will not be tolerated.

6. Hazardous Materials Pit

a. The gate to the Hazardous Materials Pit must be locked when not in use.
b. There is no smoking within 500 feet of the outer fence.
c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

7. Emergency Vehicle Operator Course (EVOC)

a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
b. One qualified instructor must be present during use of the EVOC.
c. Instructors must explain Emergency Stop Procedures prior to training.
d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
e. All vehicles will travel in the same direction during training.
f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
l. Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

Exhibit B

RELEASE OF CIVIL CLAIMS AND INDEMNITY AGREEMENT

For and in consideration of being permitted to use Washington State Patrol facilities at the Washington State Patrol Academy in Shelton, Washington State; and understanding I am in no way an employee or agent of the Washington State Patrol;

I, Gabriel R. Russell,
(Please print your full name)

for myself, my heirs, assigns or other successors in interest, do hereby release and forever discharge the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever which I may have or which may cause injury to me or which may otherwise arise as a result of my being a permissive user of Washington State Patrol facilities, and I do hereby waive any claim against the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments for personal injuries, loss of service, or medical expenses of whatever nature which might arise during or as a result of my being a permissive user of Washington State Patrol facilities.

Furthermore, I do agree that I will forever protect, defend, hold harmless and indemnify the Washington State Patrol, the State of Washington, its officers, agents, employees, agencies and departments against any and all claims for damages, judgments, or liabilities by third persons that may occur as a direct or indirect result of my using Washington State Patrol facilities, including those resulting directly or indirectly from my acts or omissions, from the indemnitee's acts or omissions, or any combination thereof.

Dated this 14th day of November, 2019

Signed: _____

Witness: _____

INSURANCE REQUIREMENTS FOR EVOC USE

1. **General.** In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

   Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. **Level of Insurance.**

   a. General Liability: The Organization shall maintain general liability (CGL) insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

   b. Business Auto Liability: The Organization shall maintain business auto liability with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.

3. **Cancellation of Insurance.** The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00001	01-Jun-2015	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MICC MISSION CONTRACTING OFFICE BLDG 2015, MS19, BOX 339500 JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8	CPT CODY GREY MICC JBLM BLDG 2015 MS 19 CODY.J.GREY@US.ARMY.MIL 253 347-7932 JOINT BASE LEWIS-MCCHORD WA	W911S8

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL JEFF HUGDAHL 210 11TH AVE SW RM116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911S8-14-P-0149
	X	10B. DATED (SEE ITEM 13) 30-May-2014

CODE 07TG0 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: greyc15462
POC for this modification is CPT Cody Grey

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LINDA HALE / CONTRACTING OFFICER TEL: 253 982-3876 EMAIL: linda.a.hale.civ@mail.mil	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 14-May-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

a. The purpose of this modification is to exercise the first option period of W911S8-14-P-0149 for Washington State Patrol Database Access, for DES at JBLM, WA.

b. In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, the Government hereby exercises its right to extend the term of the contract from 1 JUNE 2015-31 MAY 2016.

c. Contract Line item 1001 is hereby in effect as of 1 JUNE 2015.

d. No Wage Determination is applicable.

e. Changes to SUPPLIES OR SERVICES AND PRICES

CLIN 1001

The option status has changed from Option to Option Exercised.

f. ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

CLIN 1001:

AB: 021201420142020000113131257 000010017102 6100.9000021001 (CIN GFEBS001051014900002) was increased by $17,052.00 from $0.00 to $17,052.00

The contract ACRN AB has been added.

The CIN GFEBS001051014900002 has been added.

g. As a result of this modification, the total funded amount for this document was increased by $17,052.00 from $17,052.00 to $34,104.00.

h. The total cost of this contract was increased by $17,052.00 from $17,052.00 to $34,104.00.

i. All other terms and conditions remain unchanged. This modification is within the scope of the contract terms and conditions.

(End of Summary of Changes)

Allotment Needed	No
Unanticipated Receipt Needed	No
Type of Receipt	Revenue
BFS Budget Manager Approved	Yes
Encumber Contract	
BFS Fiscal Analyst Name	Foster
BFS Accounting Manager Approved	Yes
BFS FSP Manager Approved	Yes
BFS Administrator Approved	Yes
Questions	Just a reminder...we are using last names only for fiscal and budget analy I have corrected here. Thanks. MT
Attachments	CLASS DEVIAION USA005505-15-DPAP IT Security Mod 2016.pdf JBLM Amend 2 C141402GSC- W911S8-14-P-0149-P00002.pdf

Version: 19.0
Created at 1/12/2016 11:37 AM by Kirby, Rebecca (WSP)
Last modified at 1/14/2016 3:28 PM by Aschenbrenner, Susan (WSP)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO (If applicable)
	31-Dec-2015	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MICC MISSION AND INSTALLATION CONTRACTING COMMAND BLDG 2015, MS19, BOX 339500 JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8	REECE HOCKSTEDLER 100 COL JOE JACKSON BLVD, SUITE 2001 JOINT BASE LEWIS-MCCHORD WA 98438	W911S8

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL HEATHER ANDERSON 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911S8-14-P-0149
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 30-May-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212.4 (c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: hocksr16230

See MOD P00002 (Continuation Page)

REECE HOCKSTEDLER
CONTRACT ADMINISTRATOR
100 COL JOE JACKSON BLVD, SUITE 2001
REECE.L.HOCKSTEDLER.CIV@MAIL.MIL
PHONE: (253) 982-3879
FAX: (253) 982-3656
JOINT BASE LEWIS-MCCHORD WA 98438

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
ROBERT MINK CFO	TEL: EMAIL:

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	1/15/16	BY (Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:
SUMMARY OF CHANGES

a. The purpose for Modification is to incorporate DFARS Clause 252.204-7012 (Safeguarding of Unclassified CTI) (DEVIATION 2016-O0001) as specified in the memorandum from the Assistant Secretary of the Army Acquisition Logistics and Technology dated 08 Oct 2015.

b. The following clause has been added by reference: 252.204-7012 Safeguarding of Unclassified Controlled Technical Information.

c. All other terms and conditions remain the same. This modification is considered to be within scope of the original intent of the contract.

(End of Summary of Changes)

OFFICE OF THE UNDER SECRETARY OF DEFENSE
3000 DEFENSE PENTAGON
WASHINGTON, DC 20301-3000

ACQUISITION,
TECHNOLOGY
AND LOGISTICS

OCT 0 8 2015

In reply refer to
DARS Tracking Number: 2016-O0001

MEMORANDUM FOR COMMANDER, UNITED STATES SPECIAL OPERATIONS COMMAND (ATTN: ACQUISITION EXECUTIVE)
COMMANDER, UNITED STATES TRANSPORTATION COMMAND (ATTN: ACQUISITION EXECUTIVE)
DEPUTY ASSISTANT SECRETARY OF THE ARMY (PROCUREMENT)
DEPUTY ASSISTANT SECRETARY OF THE NAVY (ACQUISITION AND PROCUREMENT)
DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE (CONTRACTING)
DIRECTORS OF THE DEFENSE AGENCIES
DIRECTORS OF THE DOD FIELD ACTIVITIES

SUBJECT: Class Deviation—Safeguarding Covered Defense Information and Cyber Incident Reporting.

Effective immediately, contracting officers shall use the attached provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015) and clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) in lieu of the provision at DFARS 252.204-7008 and the clause at DFARS 252.204-7012.

This deviation allows offerors up to nine (9) months, after contract award, to comply with the derived security requirement 3.5.3 "Use multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts" within the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations." Offerors must notify the contracting officer if the additional time for compliance will be necessary.

This class deviation remains in effect until incorporated in the DFARS or otherwise rescinded. My point of contact is Mr. Dustin Pitsch, who may be reached at 571-372-6090, or at Dustin.N.Pitsch.civ@mail.mil.

Claire M. Grady
Director, Defense Procurement
and Acquisition Policy

Attachments:
As stated

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls.
As prescribed in 204.7304(a), use the following provision:

COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (DEVIATION 2016-O0001)(OCT 2015)

(a) *Definitions.* As used in this provision—

"Controlled technical information," "covered contractor information system," and "covered defense information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts" within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see http://dx.doi.org/10.6028/NIST.SP.800-171), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

*****

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.
As prescribed in 204.7304(c), use the following clause:

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001)(OCT 2015)

(a) *Definitions.* As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through

the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (see http://dx.doi.org/10.6028/NIST.SP.800-171) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts", which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at http://dibnet.dod.mil.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at http://dibnet.dod.mil.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/index.aspx.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at http://dibnet.dod.mil and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	30-May-2017	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MICC MISSION AND INSTALLATION CONTRACTING COMMAND BLDG 2015 MS 19 JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8	JAMES TALBOTT MICC JBLM BLDG 2015 MS 19 BOX 339500 253 966-3501 JAMES.S.TALBOTT.CIV@MAIL.MIL JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL SHAWN ECKHART 210 11TH AVE SW RM116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911S8-14-P-0149
	X	10B. DATED (SEE ITEM 13) 30-May-2014
CODE 07TG0	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-4 CHANGES
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: talbottj17523
SEE SUMMARY OF CHANGES

POC: James Talbott
TEL: 253-966-7932
EMAIL: james.s.talbott.civ@mail.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT PHELPS / CONTRACT SPECIALIST TEL: 253 966-3487 EMAIL: robert.a.phelps2.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 30-May-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

a. The purpose of this modification is to increase the unit price for the third option period of 1 June 2017 – 31 May 2018 and the fourth option period of 1 June 2018 – 31 May 2019.

b. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The unit price amount has increased by $400.00 from $1,421.00 to $1,821.00.
The total cost of this line item has increased by $4,800.00 from $17,052.00 to $21,852.00.

CLIN 4001

The unit price amount has increased by $400.00 from $1,421.00 to $1,821.00.
The total cost of this line item has increased by $4,800.00 from $17,052.00 to $21,852.00.

c. All other terms and conditions remain unchanged. This modification is considered within the scope of the contract Terms and Conditions.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
	25-Apr-2017	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
92 CONTRACTING SQUADRON BLDG 2451 110 VENT ST STE 200 FAIRCHILD AFB WA 99011-9569	FA4620	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
WASHINGTON STATE PATROL ALAINE JOHNSON 2101 11TH AVE SW RM 116 OLYMPIA WA 98501-0001		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. FA4620-16-P-A011
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Oct-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
IAW FAR 52.212-4(o) Changes

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: andersod17171

The purpose of this modification is to incorporate an increase of $45.00 per month for Option Year Two, Three, and Four as stated herein.

POC: SSgt Dane Anderson, (609) 247-2163, dane.anderson.4@us.af.mil
CO: SSgt Zachary Ray, (609) 247-2608, zachery.ray@us.af.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: (509) 247-2608 EMAIL: zachery.ray@us.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 4/25/17	16B. UNITED STATES OF AMERICA BY Zachary W Ray (Signature of Contracting Officer)	16C. DATE SIGNED 3 MAY 17

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
MODIFICATION P00006
The unit price increase for Option Years Two, Three, and Four is as follows:

a. CLIN 2002 is added to increase the unit price of Option Year Two by $45.00 per month. This change is effective 1 Jan 17 through 30 Sep 17 (9 months). For billing proposes CLIN 2001 will remain the original value of $355.00 per month and CLIN 2002 will be funded with the increased unit price of $45.00 per month.

b. CLIN 3001 and 4001s unit price is increased by $45.00 per month from $355.00 to $400.00.

As consideration to the modification agreed to herein, the contractor hereby releases the government from any and all liability under this contract from further equitable adjustment attributable to such facts and circumstances given rise to the aforesaid modification.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $405.00 from $12,780.00 to $13,185.00.
The 'mail invoices to the address shown in block' field has changed from See Item 18 to 1.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001
The NSN R430-14-AFL-ETSS has been deleted.
The SIC code 9221 has been deleted.

CLIN 1001
The SIC code 9221 has been deleted.

CLIN 2001
The NSN R430-14-AFL-ETSS has been deleted.
The SIC code 9221 has been deleted.

SUBCLIN 200101
The FOB Destination has been deleted.
The FSC code W063 has been deleted.

CLIN 3001
The NSN R430-14-AFL-ETSS has been deleted.
The unit price amount has increased by $45.00 from $355.00 to $400.00.
The SIC code 9221 has been deleted.
The total cost of this line item has increased by $540.00 from $4,260.00 to $4,800.00.

CLIN 4001
The NSN R430-14-AFL-ETSS has been deleted.
The unit price amount has increased by $45.00 from $355.00 to $400.00.
The SIC code 9221 has been deleted.
The total cost of this line item has increased by $540.00 from $4,260.00 to $4,800.00.

CLIN 2002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		9	Months	$45.00	$405.00

Unit Price Increase
FFP
Increase the unit price of Line Item 2001 by $45.00 from $355.00 to $400.00.
The $45.00 increase appplies from 1 Jan 17 - 30 Sep 17, for a total increase of $405.00.
FOB: Destination
PURCHASE REQUEST NUMBER: F1X3SF7088AD01
SIGNAL CODE: A

NET AMT	$405.00
ACRN AC	$405.00

CIN: 00000000000002464848

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $405.00 from $12,780.00 to $13,185.00.

CLIN 2002:
Funding on CLIN 2002 is initiated as follows:

ACRN: AC

CIN: 00000000000002464848

Acctng Data: 5773400 307 18NC 3A4360 02 47203 48538F 387700 F87700

Increase: $405.00

Total: $405.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule for CLIN 2002 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-JAN-2017 TO 30-SEP-2017	N/A	92 SECURITY FORCES SQUADRON KEVIN COMER 130 N FOULOIS AVE BLDG 2248C FAIRCHILD AFB WA 99011 509-247-3466 FOB: Destination	F1X3SF

INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for SUBCLIN 200101 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for CLIN 2002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO (If applicable)
P00004	30-May-2017	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MICC MISSION AND INSTALLATION CONTRACTING COMMAND BLDG 2015 MS 19 JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8	JAMES TALBOTT MICC JBLM BLDG 2015 MS 19 BOX 339500 253 966-3501 JAMES.S.TALBOTT.CIV@MAIL.MIL JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL SHAWN ECKHART 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911S8-14-P-0149
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 30-May-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-4 CHANGES

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: talbottj17523
SEE SUMMARY OF CHANGES

POC: James Talbott
TEL: 253-966-7932
EMAIL: james.s.talbott.civ@mail.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT PHELPS / CONTRACT SPECIALIST TEL: 253 966-3487 EMAIL: robert.a.phelps2.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 6/2/17	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 30-May-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

a. The purpose of this modification is to increase the unit price for the third option period of 1 June 2017 – 31 May 2018 and the fourth option period of 1 June 2018 – 31 May 2019.

b. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The unit price amount has increased by $400.00 from $1,421.00 to $1,821.00.
The total cost of this line item has increased by $4,800.00 from $17,052.00 to $21,852.00.

CLIN 4001

The unit price amount has increased by $400.00 from $1,421.00 to $1,821.00.
The total cost of this line item has increased by $4,800.00 from $17,052.00 to $21,852.00.

c. All other terms and conditions remain unchanged. This modification is considered within the scope of the contract Terms and Conditions.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
P00005	30-May-2017	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MICC MISSION AND INSTALLATION CONTRACTING COMMAND BLDG 2015 M.S 19 JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8	CLINTON D HAYS MICC-JBLM BLDG 100 SUITE 2001 (253) 982-3863 CLINTON.D.HAYS.CIV@MAIL.MIL JOINT BASE LEWIS-MCCHORD WA 98438	W911S8

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL BOB MAKI 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911S8-14-P-0149
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 30-May-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend Services
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: talbottj17490

SEE SUMMARY OF CHANGES

POC: James (Steve) Talbott
Tel: 253-966-7932
Email: james.s.talbott.civ@mail.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT PHELPS / CONTRACT SPECIALIST TEL: 253 966-3487 EMAIL: robert.a.phelps2.civ@mail.mil	
15B. CONTRACTOR/OFFEROR Unilateral (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 30-May-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

a. The purpose of this modification is to exercise the third option period of 1 June 2017 – 31 May 2018.

b. In accordance with FAR 52.271-9, Option to Extend the Term of the Contract, the Government hereby exercises its right to extend the term of the contract for the period of 1 June 2017 – 31 May 2018.

c. Contract line item number 3001 is hereby in effect as of 1 June 2017.

d. SUPPLIES OR SERVICES AND PRICES

CLIN 3001

The option status has changed from Option to Option Exercised.

e. The total cost of this contract was increased by $21,852.00 from $51,156.00 to $73,008.00.

f. CONTRACT ADMINSTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $21,852.00 from $51,156.00 to $73,008.00.

CLIN 3001:

AD: 021201720172020000011313123 3 000010017102 6100.9000021001 A2AES (CIN GFEBS00110310950001O) was increased by $21,852.00 from $0.00 to $21,852.00

The contract ACRN AD has been added.
The CIN GFEBS00110310950001O has been added.
The Cost Code A2AES has been added.

g. All other terms and conditions remain unchanged. This modification is considered within the scope of the contract Terms and Conditions.

Pricing Schedule: W911S8-15-D-0013 Option Year 1

CLIN	Description	Quantity	Unit of Issue	Unit Price	Amount
3001	WSP - ACCESS DATABASE	12	Months	$1821.00	$21,852.00
				Total:	$21,852.00

(End of Summary of Changes)

DEPARTMENT OF THE ARMY
U.S. ARMY MISSION AND INSTALLATION CONTRACTING COMMAND-JBLM
BOX 339500, MS 19, 2015 N. 4TH STREET
JOINT BASE LEWIS-MCCHORD, WA 98433-9500

REPLY TO
ATTENTION OF:

CMI – CHD - LM

February 13, 2017

Washington State Patrol
Budget and Fiscal Services
Ms Rebecca Kirby
PO Box 42602
Olympia, WA 98504 - 2602

Dear Ms. Kirby

Reference Contract No.: W911S8-14-P-0149 for Washington State Patrol (WSP) Access Databas

In accordance with Contract Clause 52.217-9, Option to Extend the Term, found in Contract W911S8-14-P-0149 for WSP Access Database at Joint Base Lewis-McChord, WA, this letter constitutes preliminary notice of the Governments intent to exercise the third option period for the above referenced contract. If exercised, the new period of performance will read June 01, 2017 – May, 31, 2018.

Please indicate, on page 2 of this document, whether any of the employees performing on this contract are represented by a Collective Bargaining Agent and/or covered under a Collective Bargaining Agreement. Please provide your response back to this office not later than **February 28, 2017.**

This notice is preliminary in nature and does not bind the Government to exercise subject option. Numerous factors beyond the control of the requiring activity and this office may impact whether the Government exercises the option.

Please fill out the requested information on page two (2) of this document and return the entire document to the attention of Mr. C. Dean Hays.

If you have comments or questions regarding this document, please contact Mr. C. Dean Hays at (253) 982-2963 or clinton.d.hays.civ@mail.mil .

Sincerely,

DAWSON.STEVEN.M.1159370450
Digitally signed by DAWSON.STEVEN.M.1159370450
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=DAWSON.STEVEN.M.1159370450
Date: 2017.02.13 11:05:39 -08'00'

Steven M. Dawson
Contracting Officer

Contract No.: W911S8-14-P-0149 For WSP Access Database.
Third Option Period
June 01, 2017 – May, 31, 2018

WSP Contr. No. C141402EASC

TO: Mission and Installation Contracting Command

Employees performing work under this contract (are) (are not) represented by a Collective Bargaining Agent.

Employees performing work under this contract (are) (are not) covered by a Collective Bargaining Agreement.

If the employees are covered by a Collective Bargaining Agent and/or a Collective Bargaining Agreement, please provide the following information:

1. Local Union Name and No.: _____

2. Complete Union mailing address: _____

N/A

3. Bargaining agent Point of Contact name, phone number and e-mail address

_____

_____

4. Collective Bargaining Agreement No. _____ _____

✓ There will be a cost increase for this option period ($400.00/mon.) for contract NO. W911S8-14-P-0149.

DATE: 2-17-2017 Signature: _____

Grants + Contracts Mgr.

WSP Contract No. C14042GSC-7
Amendment No. / Mod P00006

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00006	27-Feb-2018	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MICC MISSION AND INSTALLATION CONTRACTING COMMAND BLDG 2015 MS 19 JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8	JAMES TALBOTT MICC JBLM BLDG 2015 MS 19 BOX 339500 253 966-3501 JAMES.S.TALBOTT.CIV@MAIL.MIL JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL JEFF HUGDAHL 210 11TH AVE SW RM116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911S8-14-P-0149
	X	10B. DATED (SEE ITEM 13) 30-May-2014
CODE 07TG0	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-1(a) ALT I CHANGES

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: talbottj17521
SEE SUMMARY OF CHANGES

POC: James S. Talbott
TEL: 253-966-7932
EMAIL: james.s.talbott.civ@mail.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
for John R. Batiste, Chief	STEVE M DAWSON / CONTRACTING OFFICER TEL: 253 966-3483 EMAIL: steven.m.dawson4.civ@mail.mil
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 3/5/18
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 28-Feb-2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

a. The purpose of Modification P00006 is to increase the unit price for the period of 1 January 2017 – 31 May 2017. The unit price increase is based on the ACCESS User Rate Study For Implementation in the 2017 – 2019 Biennium authorized by the Washington State Patrol Budget and Fiscal Services.

b. The total cost of this contract was increased by $2,000.00 from $73,008.00 to $75,008.00.

c. SUPPLIES OR SERVICES AND PRICES

CLIN 2002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Months	$2,000.00	$2,000.00
EXERCISED OPTION	WSP ACCESS DATABASE - 2ND OPTION PERIOD FFP WASHINGTON STATE PATROL - ACCESS DATABASE ACCESS FOR 1 MONTH: JUNE 1, 2016-MAY 31, 2017. FOB: Destination PURCHASE REQUEST NUMBER: 0010875564 PSC CD: D309				
			NET AMT		$2,000.00
	ACRN AC CIN: GFEBS001087556400002				$2,000.00

d. DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 2002 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 28-FEB-2018 TO 28-MAR-2018	N/A	DES WILLIAM J. TRABUCCO SECURITY AND ACCESS CONTROL DIVISION JOINT BASE LEWIS-MCCHORD WA 98433 FOB: Destination	W56DRN

e. ACCOUNTING AND APPROPRIATION

As a result of this modification, the total funded amount for this document was increased by $2,000.00 from $73,008.00 to $75,008.00.

CLIN 2002:

Funding on CLIN 2002 is initiated as follows:

ACRN: AC
CIN: GFEBS001087556400002
Acctng Data: 021201620162020000113131257 000010017102 6100.9000021001
Increase: $2,000.00
Total: $2,000.00
Cost Code: A2AES

f. This modification was coordinated between Manuel Rosas, COR, Steve Dawson, KO, Thor Cmelo, RM, and Robert Maki, WSP.

g. All other terms and conditions remain unchanged. This modification is considered within the scope of the contract Terms and Conditions.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	24-May-2018	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MICC MISSION AND INSTALLATION CONTRACTING COMMAND BLDG 2015 MS 19 JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8	JAMES TALBOTT MICC JBLM BLDG 2015 MS 19 BOX 339500 253 966-3501 JAMES.S.TALBOTT.CIV@MAIL.MIL JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
WASHINGTON STATE PATROL BOB MAKI 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911S8-14-P-0149
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 30-May-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.2170-9 Option to Extend Services

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: talbottj18174
SEE SUMMARY OF CHANGES

POC: James S. Talbott
TEL: 253-966-7932
EMAIL: james.s.talbott.civ@mail.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT PHELPS / CONTRACT SPECIALIST TEL: 253 966-3487 EMAIL: robert.a.phelps2.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 24-May-2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

a. The purpose of this modification is to exercise the fourth option period of 1 June 2018 – 31 May 2019.

b. In accordance with FAR 52.271-9, Option to Extend the Term of the Contract, the Government hereby exercises its right to extend the term of the contract for the period of 1 June 2018 – 31 May 2019.

c. Contract line item numbers 4001 is hereby in effect as of 1 June 2018.

d. SUPPLIES OR SERVICES AND PRICES
CLIN 4001
The option status has changed from Option to Option Exercised.

e. The total cost of this contract was increased by $21,852.00 from $75,008.00 to $96,860.00.

f. CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

As a result of this modification, the total funded amount for this document was increased by $21,852.00 from $75,008.00 to $96,860.00.

CLIN 4001:

AE: 021201820182020000011313125 2 000010017102 6100.9000021001 A2AES (CIN GFEBS001115930200010) was increased by $21,852.00 from $0.00 to $21,852.00
The contract ACRN AE has been added.
The CIN GFEBS001115930200010 has been added.
The Cost Code A2AES has been added.

g. All other terms and conditions remain unchanged. This modification is considered within the scope of the contract Terms and Conditions.

Pricing Schedule: W911S8-15-D-0013 Option Year 1

CLIN	Description	Quantity	Unit of Issue	Unit Price	Amount
4001	WSP - ACCESS DATABASE	12	Months	$1821.00	$21,852.00
				Total:	$21,852.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00007	24-May-2018	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
MICC MISSION AND INSTALLATION CONTRACTING COMMAND BLDG 2015 MS 19 JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8	JAMES TALBOTT MICC JBLM BLDG 2015 MS 19 BOX 339500 253 966-3501 JAMES.S.TALBOTT.CIV@MAIL.MIL JOINT BASE LEWIS-MCCHORD WA 98433-9500	W911S8

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL BOB MAKI 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W911S8-14-P-0149
	X	10B. DATED (SEE ITEM 13) 30-May-2014
CODE 07TG0	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.2170-9 Option to Extend Services

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: talbottj18174
SEE SUMMARY OF CHANGES

POC: James S. Talbott
TEL: 253-966-7932
EMAIL: james.s.talbott.civ@mail.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT PHELPS / CONTRACT SPECIALIST TEL: 253 966-3487 EMAIL: robert.a.phelps2.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [signature] (Signature of Contracting Officer)	16C. DATE SIGNED 24-May-2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

a. The purpose of this modification is to exercise the fourth option period of 1 June 2018 – 31 May 2019.

b. In accordance with FAR 52.271-9, Option to Extend the Term of the Contract, the Government hereby exercises its right to extend the term of the contract for the period of 1 June 2018 – 31 May 2019.

c. Contract line item numbers 4001 is hereby in effect as of 1 June 2018.

d. SUPPLIES OR SERVICES AND PRICES
CLIN 4001
The option status has changed from Option to Option Exercised.

e. The total cost of this contract was increased by $21,852.00 from $75,008.00 to $96,860.00.

f. CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

As a result of this modification, the total funded amount for this document was increased by $21,852.00 from $75,008.00 to $96,860.00.

CLIN 4001:

AE: 021201820182020000011313125 2 000010017102 6100.9000021001 A2AES (CIN GFEBS001115930200010) was increased by $21,852.00 from $0.00 to $21,852.00
The contract ACRN AE has been added.
The CIN GFEBS001115930200010 has been added.
The Cost Code A2AES has been added.

g. All other terms and conditions remain unchanged. This modification is considered within the scope of the contract Terms and Conditions.

Pricing Schedule: W911S8-15-D-0013 Option Year 1

CLIN	Description	Quantity	Unit of Issue	Unit Price	Amount
4001	WSP - ACCESS DATABASE	12	Months	$1821.00	$21,852.00
				Total:	$21,852.00

(End of Summary of Changes)

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 17

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL (YYYYMMMDD)	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
W911S8-14-P-0149		2014 May 30	0010510149-0001	

6. ISSUED BY CODE W911S8
MICC
MISSION AND INSTALLATION CONTRACTING COMM
BLDG 2015, MS19, BOX 339500
JOINT BASE LEWIS-MCCHORD WA 98433-9500

7. ADMINISTERED BY *(if other than 6)* CODE W911S8
RONALD J CASON
MICC DIRECTORATE OF CONTRACTING
BLDG 2015 MS 19 BOX 339500
PHONE: 253-966-3481
JOINT BASE LEWIS-MCCHORD WA 98433-9500

8. DELIVERY FOB
[X] DESTINATION
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE 07TG0 FACILITY
NAME AND ADDRESS
WASHINGTON STATE PATROL
HEATHER ANDERSON
210 11TH AVE SW RM116
OLYMPIA WA 98504-0001

WSP Contract #C141402GSC

10. DELIVER TO FOB POINT BY (Date) *(YYYYMMMDD)*
SEE SCHEDULE

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISADVANTAGED
[ ] WOMEN-OWNED

12. DISCOUNT TERMS
Net 30 Days

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Item 15

14. SHIP TO CODE
SEE SCHEDULE

15. PAYMENT WILL BE MADE BY CODE HQ0490
DEFENSE FINANCE ACCOUNTING SVC
DFAS-IN VP GFEBS-HQ0490 8899 E 56TH ST
888-332-7366
INDIANAPOLIS IN 46249-3600

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER			
	DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	X	Reference your quote dated 2014 Apr 22 Furnish the following on terms specified herein. REF: HEATHER ANDERSON EMAIL

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED (YYYYMMMDD)

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

* *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.*

24. UNITED STATES OF AMERICA
TEL: 253 966-7892
EMAIL: jeffrey.a.ross.civ@mail.mil
BY: JEFFREY A ROSS
CONTRACTING / ORDERING OFFICER

25. TOTAL $17,052.00
26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
c. DATE (YYYYMMMDD) 2014/05/31
d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE ROBERT MARK, CFO

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE
WSP, Budget & Fiscal Svcs.
PO Box 42602, Olympia WA 98504

f. TELEPHONE NUMBER | g. E-MAIL ADDRESS

28. SHIP NO. | 29. DO VOUCHER NO. | 30. INITIALS

[ ] PARTIAL [ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

36. I certify this account is correct and proper for payment.
a. DATE (YYYYMMMDD) | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

31. PAYMENT
[ ] COMPLETE [ ] PARTIAL [ ] FINAL

34. CHECK NUMBER

35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO	42. S/R VOUCHER NO.

DD Form 1155, DEC 2001 PREVIOUS EDITION IS OBSOLETE.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months	$1,421.00	$17,052.00

WSP ACCESS DATABASE-BASE PERIOD
FFP
WASHINGTON STATE PATROL - ACCESS DATABASE ACCESS FOR 12 MONTHS. 1 JUNE 2014 - 31 MAY 2015.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010510149-0001

	NET AMT	$17,052.00
ACRN AA		$17,052.00

CIN: GFEBS001051014900001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	$1,421.00	$17,052.00
OPTION					

WSP ACCESS DATABASE -1ST OPTION PERIOD
FFP
WASHINGTON STATE PATROL - ACCESS DATABASE ACCESS FOR 12 MONTHS.; JUNE 1, 2015--MAY 31, 2016.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010510149-0001

	NET AMT	$17,052.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	$1,421.00	$17,052.00
OPTION	WSP ACCESS DATABASE-2ND OPTION PERIOD FFP WASHINGTON STATE PATROL - ACCESS DATABASE ACCESS FOR 12 MONTHS: JUNE 1, 2016-MAY 31, 2017. FOB: Destination PURCHASE REQUEST NUMBER: 0010510149-0001				
				NET AMT	$17,052.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months	$1,421.00	$17,052.00
OPTION	WSP ACCESS DATABASE - 3RD OPTION PERIOD FFP WASHINGTON STATE PATROL - ACCESS DATABASE ACCESS FOR 12 MONTHS: JUNE 1, 2017-MAY 31, 2018. FOB: Destination PURCHASE REQUEST NUMBER: 0010510149-0001				
				NET AMT	$17,052.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months	$1,421.00	$17,052.00
OPTION	WSP ACCESS DATABASE -4TH OPTION PERIOD FFP WASHINGTON STATE PATROL - ACCESS DATABASE ACCESS FOR 12 MONTHS: JUNE 1, 2018-MAY 31, 2019. FOB: Destination PURCHASE REQUEST NUMBER: 0010510149-0001				
				NET AMT	$17,052.00

KO NOTICE

CONTRACTING OFFICER AUTHORITY STATEMENT

Only the Contracting Officer shall make changes to this contract.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2014 TO 31-MAY-2015	N/A	JEFF RODEMAN JEFF RODEMAN BLDG 4101 WEST WAY JBLM, WA 98433 FOB: Destination	W56DRN
1001	POP 01-JUN-2015 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56DRN
2001	POP 01-JUN-2016 TO 31-MAY-2017	N/A	W12K JBLM LEWIS DES W12K JBLM LEWIS DES BLDG 9630 I STREET FORT LEWIS WA 98433-9500 2569552468 FOB: Destination	W56DRN
3001	POP 01-JUN-2017 TO 31-MAY-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56DRN
4001	POP 01-JUN-2018 TO 31-MAY-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56DRN

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 021201420142020000011313125 7 000010017102 6100.9000021001
COST CODE: A2AES
AMOUNT: $17,052.00
CIN GFEBS00105101490000 1: $17,052.00

WAWF RECEIVING INSTR

WAWF RECEIVING REPORT INSTRUCTIONS

This Purchase Order is for: WSP Access Data Service
POC: Mr. Robert Ortiz
Email: robert.g.ortiz.civ@mail.mil
Phone: 253-967-5068

POC at Contracting Office:
Name: Ron Cason
Tel: (253) 966-3481
Email: ronald.j.cason.civ@us.army.mil

Attached is one copy of your purchase order for supplies or services. The unit is responsible for making any additional copies required below. The unit receiving the supply item or service is required to use **Wide Area Work Flow procedures to enter the Receiving Report** (*https://wawf.eb.mil*) to ensure the contractor is paid in accordance with the Prompt Payment Act. Within **seven days of receipt of the supply or service**, the unit must complete the receiving report and certify receipt using WAWF procedures. Failure to promptly pay the contractor results in the unit paying additional interest payments along with the cost of the supplies or services.

Receiving Reports shall be done using Army Wide Area Work Flow Procedures.

WAWF is the required method to electronically process Receiving Reports. *This application allows DOD receivers to submit and track Invoices and Receipt/Acceptance documents electronically. Receivers/Inspectors using WAWF shall (i) register to use WAWF at https://wawf.eb.mil*

MULTIPLE RECEIPTS:

When more than one receiving report is required before a purchase can be finalized each month an entry for receipt must be entered using Wide Area Work Flow Procedures.

Training in use of WAWF Procedures may be found at:
https://wawftraining.eb.mil/xhtml/unauth/web/wbt/WbtSummary.xhtml

Technical Support

If you are experiencing technical problems with Wide Area Workflow, please contact the DISA DECC Ogden Electronic Business Service Desk or click on the link under the Agency Name column below to submit your issue to the Ogden Help Desk.

Ogden Help Desk
disa.ogden.esd.mbx.cscassig@mail.mil
1-866-618-5988
801-605-7095
Fax: 801-605-7453

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (July 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).

(vii) 52.233-1, Disputes (JUN 2008).

(viii) 52.244-6, Subcontracts for Commercial Items (July 2013).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at $25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of $100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over $15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of $100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000.)

(xi) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over $30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far
http://farsite.hill.af.mil

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage

of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.216-5 PRICE REDETERMINATION--PROSPECTIVE (OCT 1997)

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies delivered and services performed before the first effective date of price redetermination (see paragraph (c) of this clause) shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract to 5/31/2015 and the second and each succeeding period shall extend for 12 months from the end of the last preceding period, except that the parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission. (1) Not more than 90 days nor less than 45 days before the end of each redetermination period, except the last, the Contractor shall submit--

(i) Proposed prices for supplies that may be delivered or services that may be performed in the next succeeding period, and--

(A) An estimate and breakdown of the costs of these supplies or services in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree;

(B) Sufficient data to support the accuracy and reliability of this estimate; and

(C) An explanation of the differences between this estimate and the original (or last preceding) estimate for the same supplies or services; and

(ii) A statement of all costs incurred in performing this contract through the end of the 9th month [see Note (3)] before the submission of proposed prices, on Standard Form 1411, Contract Pricing Proposal Cover Sheet (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for-

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations on redetermined prices are concluded--

(i) Supplemental statements of costs incurred after the date stated in subdivision (d)(1)(ii) of this section for--

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) of this section, within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(e) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (d) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies that may be delivered or services that may be performed in the period following the effective date of price redetermination.

(f) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period.

(g) Adjusting billing prices. Pending execution of the contract modification (see paragraph (f) of this section), the Contractor shall submit invoices or vouchers in accordance with the billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that the redetermined price will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any requested additional payments, refunds, or credits shall be made promptly.

(h) Quarterly limitation on payments statement. This paragraph (h) applies only during periods for which firm prices have not been established.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (h)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) The statement required by subparagraph (1) of this section need not be submitted for any quarter for which either no costs are to be reported under subdivision (1)(ii) of this section, or revised billing prices have been established in accordance with paragraph (g) of this section, and do not exceed the existing contract price, the Contractor's price-redetermination proposal, or a price based on the most recent quarterly statement, whichever is least.

(3) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits affected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(4) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(i) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (h) of this section, and of this paragraph (i), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (h)(3) of this section relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (h) of this section, and this paragraph (i), modified as required by subparagraph (1) of this section.

(j) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices for any price redetermination period within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (d) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (f), (g), and (h) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(k) Termination. If this contract is terminated, prices shall continue to be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires..

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice as 2-in-1 (Services only)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

W56DRN

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911S8
Admin DoDAAC	W911S8
Inspect By DoDAAC	W56DRN
Ship To Code	W56DRN
Ship From Code	07TG0
Mark For Code	N/A

Service Approver (DoDAAC)	W56DRN
Service Acceptor (DoDAAC)	W56DRN
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

---

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Robert.g.ortiz.civ@mail.mil
Kim.a.wilkins-avalos.civ@mail.mil
David.t.manley3.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

SUPPLY BRANCH SPECIAL INSTR

SPECIAL INSTRUCTIONS SUPPLY AND SMALL SERVICES BRANCH, MICC, JOINT BASE LEWIS-MCCHORD

The below listed instruction are applicable. Additional instructions are applicable when checked.

SUPPLY AND SMALL SERVICES BRANCH INSTRUCTION 1 - CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (KO) at Mission and Installation contracting Office, Joint Base Lewis-McChord is the only person authorized to approve changes or modify any of the requirements under this contract, and notwithstanding anything contained elsewhere in this contract, the said authority remains solely with the KO. In the event the Contractor or contract employee effects any such change at the direction of any person other than the KO, the change will be considered to have been without authority, and no adjustment will be made in the contract price under the Changes clause or any other clause to cover any increase in costs incurred as a result thereof.

☒ **SUPPLY AND SMALL SERVICES BRANCH INSTRUCTION 18 - CONTRACT PRICE - TAXES**

The contract price includes all applicable Federal, state, and local taxes and duties.

(End of Instruction)

☒ **SUPPLY AND SMALL SERVICES BRANCH INSTRUCTION 28 - PERMITS AND LICENSES**

Unless otherwise specified in this contract, the contractor shall obtain any necessary licenses and permits, give all notices, and comply with any applicable Federal, State, County, and municipal laws, codes, and regulations in connection with this award.

☒ **SUPPLY AND SMALL SERVICES BRANCH INSTRUCTION 32 - RELEASE OF INFORMATION**

The contractor shall not make news releases or otherwise provide information relative to the performance of this contract or information relative to any incident occurring on JBLM without prior approval of the Contracting Officer.

(End of Instruction)

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
General Administration Building • PO BOX 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

June 2, 2014

Ron Cason
MICC Directorate of Contracting
Joint Base Lewis-McChord
Bldg 2015 MS: 19 Box 339500 West Way
JBLM WA 98433-9500

Subject: WSP Agreement No. C141402GSC

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your agency. Please keep this original for your records.

The Washington State Patrol contract tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you have any program questions please contact Ms. Heather Anderson, ACCESS & Collision Records Section Manager at (360) 534-2103. If you need further assistance with your contract, please contact Ms. Rebecca Kirby at Budget and Fiscal Services, (360) 596-4071.

Sincerely,

for Mr. Robert L. Maki, CFE, CGFM
Budget and Fiscal Services

RLM:rmk
Enclosure

~~[illegible]~~ ACCESS ~~[illegible]~~

~~[illegible]~~ ACCESS

Ron Cason (5BD) JBLM 3:00
contr system is down
contr Qcr will email
w/ info in contr asking for comm
253-966-3481 / 253-223-3881
Qc. Cell

#C141402 QSC

Kirby, Rebecca (WSP)

From: Anderson, Heather (WSP)
Sent: Monday, June 02, 2014 8:02 AM
To: Kirby, Rebecca (WSP)
Subject: RE: URGENT: JBLM Contract - Access Svcs. C141402GSC

That works. Thanks!

Heather A. Anderson
ACCESS & Collision Records Section Manager
Washington State Patrol
(360) 534 2103

From: Kirby, Rebecca (WSP)
Sent: Friday, May 30, 2014 5:07 PM
To: Anderson, Heather (WSP)
Subject: URGENT: JBLM Contract - Access Svcs. C141402GSC
Importance: High

Hi Heather,

Attached is the most recent contract from JBLM for Access Services 2014-15. Pages 2 and 3 show the rates the same for the renewals; however on page 12 you'll see they've mentioned price redeterminations in the annual modifications. Simon is okay with the terminology and I wanted to make sure that you are too. Let me know what you think as soon as possible please. Thank you!

Rebecca Kirby
WSP
Contracts Specialist
Budget and Fiscal Services
(360) 596-4071 ext. 11071
Rebecca.Kirby@wsp.wa.gov

Kirby, Rebecca (WSP)

From: Kirby, Rebecca (WSP)
Sent: Friday, May 30, 2014 5:07 PM
To: Anderson, Heather (WSP)
Subject: URGENT: JBLM Contract - Access Svcs. C141402GSC
Attachments: JBLM Contract C141402GSC-W911S8-14-P-0149_partially executed.pdf

Importance: High

Hi Heather,

Attached is the most recent contract from JBLM for Access Services 2014-15. Pages 2 and 3 show the rates the same for the renewals; however on page 12 you'll see they've mentioned price redeterminations in the annual modifications. Simon is okay with the terminology and I wanted to make sure that you are too. Let me know what you think as soon as possible please. Thank you!

Rebecca Kirby
WSP
Contracts Specialist
Budget and Fiscal Services
(360) 596-4071 ext. 11071
Rebecca.Kirby@wsp.wa.gov

Office of Investigations

U.S. Department of Homeland Security
1000 2nd Avenue, Suite 2300
Seattle, WA 98104

U.S. Immigration and Customs Enforcement

July 7, 2014

Washington State Patrol
Budget and Fiscal Services
Accounts Receivables
PO Box 42602
Olympia, WA 98504-2602
Attn: Rebecca Kirby

RE: 2014 State and Local Overtime Reimbursement Program Budget

Dear Ms. Kirby,

U.S. Department of Homeland Security, Homeland Security Investigations (HSI), SAC Seattle Office, has approved your agency participation in the Fiscal Year 2014 State and Local Overtime (SLOT) Reimbursement Program. Overtime salaries, travel, fuel, training, equipment, and other similar costs incurred by your agency in joint law enforcement operations with HSI may be authorized for reimbursement, pending availability of funds.

Thank you for your continued participation in the SLOT Program and your continued assistance to HSI. We continually monitor our SLOT budget to ensure our partners are adequately funded for our joint investigations.

We look forward to your continued cooperation and partnership in the future. If you or your staff has any questions concerning the SLOT Program please feel free to contact the HSI Seattle SLOT Coordinator, Allen Wearne, at 206-442-1479.

Respectfully,

/s/ Bradford A. Bench
Special Agent in Charge

AGREEMENT BETWEEN DEPARTMENT OF HOMELAND SECURITY LAW ENFORCEMENT AGENCIES and LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES FOR THE REIMBURSEMENT OF EXPENSES

This agreement is entered into by the Washington State Patrol, Olympia, Washington (WSP) and Homeland Security Investigations (HSI), Seattle, Washington, for the purpose of receiving reimbursable costs incurred by WSP in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in HSI's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and is in effect until terminated in writing by either party.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992 which provides for the reimbursement of certain expenses of local, county and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of Homeland Security law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both WSP and HSI for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

IV. NAME OF TASK FORCE JOINT OPERATION (If Applicable)

The Name of this Task Force: NW HIDTA International Money Laundering Task Force

Projected Dates of Operation: Commencing June 1, 2014 and continuing indefinitely

V. CONDITIONS AND PROCEDURES

A. Assignment of WSP Officer(s)

When mutually beneficial to WSP and HSI supervisory personnel, WSP shall assign one dedicated officer(s) to dedicated joint WSP/HSI operations.

Within 10 days of the effective date of this agreement, WSP shall provide HSI with the names, titles, badge or ID numbers of the officer(s) who may be assigned to joint

operations. Further, WSP shall provide the hourly overtime wage rate of the officer(s) who may be assigned to joint operations.

The U.S. Immigration and Customs Enforcement office (ICE) requires close cooperation and coordination between the two agencies, and have therefore entered into an agreement, *see Memorandum of Understanding (MOU), attached as Exhibit B.* ICE will provide the assigned WSP officer a workstation and vehicle to be used with this project.

B. Requests for Reimbursement of Overtime and Investigative Expenses

1. WSP may request reimbursement for payment of overtime and investigative expenses directly related to work performed by its officer(s) assigned to joint operations with HSI for the purpose of conducting official Homeland Security investigations.

2. WSP shall provide HSI, within 10 days of the signing of this agreement, with the contact name, title, telephone number and address where the law enforcement agency wants the check for reimbursable overtime costs mailed to. WSP shall also provide the name to whom the check should be payable.

3. Invoices submitted for the payment of overtime and investigative expenses to local/county/state must be submitted on WSP's letterhead. The invoice shall be signed by an authorized representative of WSP.

4. WSP will submit all requests for reimbursable payments, together with appropriate documentation to HSI, ATTN: DSAC David Shaw, 1000 2nd Avenue, Suite 2300, Seattle, WA 98104.

   WSP shall certify that the request is for overtime and/or investigative expenses incurred by WSP for participation with joint operations conducted with HSI. WSP shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating in the same joint operations.

   WSP acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force and are responsible for the payment of investigative expenses and overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime and/or investigative expenses incurred.

5. All requests for reimbursement of costs incurred by WSP must be approved and certified by HSI. HSI shall countersign the invoices for payment.

6. The maximum reimbursement entitlement for overtime worked on behalf of HSI is set at $15,000 per officer assigned to joint operations for the Fiscal Year

period. Furthermore, WSP is entitled to a combined maximum of $15,000 per year.

C. PROGRAM AUDIT

This agreement and its procedures are subject to audit by HSI, the Department of Homeland Security, Office of Inspector General, the General Accounting Office, and other government designated auditors. WSP agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

D. REVISIONS

The terms of this agreement may be amended upon the written approval of both WSP and HSI. The revision becomes effective upon the date of approval.

E. EXHIBITS

EXHIBIT A - MOU between ICE and WSP, attached hereto and incorporated herein.

EXHIBIT B – Designation, Customs Officer Form, per Section II.A.1. of the MOU, attached hereto and incorporated herein.

F. NO PRIVATE RIGHT CREATED

This is an internal government agreement between a Homeland Security Law Enforcement Agency and a Local/County/State Law Enforcement Agency and is not intended to confer any right or benefit to any private person or party.

J C Hatfield Deputy Chief	David Shaw DSAC David S
Name Title	Name Title
Washington State Patrol	Homeland Security Investigations
Date: 6-25-14	Date: 7.2.14
Robert Mark CFO	
Name Title	Name Title
(WSP Chief Financial Officer)	(HSI Headquarters Office)

WSP #C141418GSC
EXHIBIT A

MEMORANDUM OF UNDERSTANDING

between
the

U.S. Immigration and Customs Enforcement (ICE)

and

Washington State Patrol

ICE OI Directives 05-006 and 05-007

I. Purpose

The above listed law enforcement agency and ICE agree that effective enforcement of the laws relating to ICE jurisdiction requires close cooperation and coordination between the two agencies, and have therefore entered into this agreement to govern the use of ICE designations by certain employees of your agency.

II. Agreement

There may be instances when it may be desirable on occasion for certain sworn law enforcement employees of your agency to be able to perform certain ICE duties. Pursuant to section 401(i), Tariff Act of 1930, as amended, (19 U.S.C. 1401(i), the Secretary of Homeland Security or his/her designee is authorized to designate persons as Customs Officers (Excepted) who are designated to perform the duties of an ICE Officer. The designated Customs Officers will have the authority to enforce "Customs" laws. This agreement does not grant the designated Customs Officers the authority to enforce "Immigration" laws.

The forms and authorities referenced herein may be renamed or replaced by ICE without prejudice to this agreement.

The two agencies have, therefore, entered into an agreement as follows:

A. ***The U.S. Immigration and Customs Enforcement agrees:***

1. *to designate certain employees of your agency as Customs Officers (Excepted), without additional compensation, to perform the duties shown on the attached "Designation, Customs Officer" form (which is hereby made part of the agreement);*

2. *to provide appropriate training in Customs laws, policies, and procedures to the designated employees;*

3. *to issue a "Designation, Customs Officer," as described in A1 above to each qualified employee;*

4. *to advise your officers regarding any court proceedings that question any seizures or arrests that are made in accordance with this agreement;*

5. *to process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to local law officers acting pursuant to this agreement, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. 8101, et. seq.):*

B. ***The above listed law enforcement agency agrees:***

1. *to advise ICE of each situation in which the agency proposes to use an ICE designation;*

2. *that ICE designations to employees of your agency will be used only in situations where there has been specific advance approval by the appropriate Special Agent in Charge or Resident Agent in Charge Designations will be used only for the duration of the specified law enforcement activity for which the approval was extended, and to the extent of such approval.*

3. *that only personnel who are sworn law enforcement officers of your agency and who successfully complete the appropriate ICE cross-designation training and received a "Designation,Customs Officer" form will be granted Customs Officer status;*

4. *to report to ICE, in writing, the results of all activity undertaken by the designated Customs Officer as a consequence of the Customs cross designation authority;*

5. *to advise ICE of each court proceeding in which the validity of ICE search, seizures, or arrest authority has become an issue; and to permit ICE to provide legal memoranda or other assistance in such cases when desired by ICE.*

6. *to follow ICE directives and instructions that are applicable to ICE concerning ICE search, seizure, and arrest authority;*

7. *to return all ICE equipment and identification if issued, when a cross designated officer terminates employment for any reason.*

Both agencies agree to:

1. *recognize that any abuse of ICE cross designation authority may lead to the revocation of such cross designations by ICE;*

2. *agree to exchange implementing instructions prior to issuance; and*

3. *agree to schedule periodic meetings to review this agreement.*

This Memorandum of Understanding is an internal agreement between government agencies. It does not create or confer any rights, privileges, or benefits for any private person or party.

Approved By Law Enforcement Agency	***Approved By ICE***
Name of Agency: Washington State Patrol	ICE Agency: Homeland Security Investigations
Name: G. Curt Hattell	Name: David Shaw
Title: Deputy Chief	Title: DSAC
Signature/Date: DC Hattell 6-25-14	Signature/Date: David Sh 7.2.14

WSP #C141418GSC
EXHIBIT B

CANCELLED/REVOKED	DEPARTMENT OF HOMELAND SECURITY U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT	Credential Number:
Authorizing Officer's Signature Date		

DESIGNATION, CUSTOMS OFFICER (EXCEPTED)

Pursuant to the provisions of 19 U.S.C. 1401 (i), and appropriate re-delegations, and by agreement with your employing agency or service, you are hereby designated a Customs Officer (Excepted) without additional compensation. This designation, for the performance of such duties as outlined below, will be in effect while you remain in your present position and location unless revoked at an earlier date. In performing the duties of a Customs Officer (Excepted), you will be subject to all guidelines, directives and instructions of ICE. Arrangements will be made for you to receive the training necessary to perform your duties as a Customs Officer (Excepted) at your location.

This designation does not modify current ICE procedures or practices concerning the reporting, handling, and investigation of persons arrested and seizures made for violations of laws enforced by ICE. Any arrests and seizures effected while acting under this designation and any information received concerning ICE or related violations should be promptly reported to the nearest ICE office.

1. Officer's Name	2. Social Security Number	3. Date of Birth

4. Agency Washington State Patrol	5. Agency Position/Rank	6. Badge Number

Address _____ (Street)

_____ (City) (State) (Zip)

Phone _____ Ext. _____

7. Officer's Assigned Firearm

Make _____

Model _____

Caliber _____

8. ICE Office Assigned Special Agent in Charge, Seattle, Washington	9. Date Issued

10. Duties when authorized by the ICE authorizing official or his/her designee:
(Only the duties marked are authorized for the Designated Customs Officer.)

☒ Use of firearms in accordance with ICE Use of Force Policy (carriage of firearms will be in accordance with the officer's employing agency);

☒ Execute and serve search warrants, arrest warrants, subpoenas, and summonses in accordance with laws administered and/or enforced by ICE;

☒ Make arrests without warrant (A) for any offense against the United States committed in his/her presence; or (B) for any felony, cognizable under the laws of the United States, if he/she has probable cause to believe that the person to be arrested has committed or is committing a felony;

☒ Make seizures of property in accordance with laws administered and/or enforced by ICE;

☒ Perform such other law enforcement duties as may be authorized under 19 U.S.C. 1401(i).

☐ Geographic Inhibitors **(Foreign law enforcement officers only)** *Allows armed Law Enforcement Officers, while on duty and in the performance of their duties, to enter and cross foreign lands to reach a point in their home country, or in some cases a location only accessible by crossing the foreign territory;*

☐ Exigent Circumstances **(Foreign law enforcement officers only)** *Allows an armed LEO to enter the United States to provide emergency assistance, primarily to another officer, in a life threatening situation.*

☐ Other duties: _____

Endorsements and Restrictions:
Prior to the examination or search of any aircraft, vehicle, vessel or cargo, the appropriate Special Agent in Charge or Resident Agent in Charge, will be contacted and advised of the nature of the activity.

Other Endorsements and Restrictions: _____

I have read and understand the Duties assigned, Endorsements and Restrictions.

_____
Cross Designated Officer's Signature Date

11. Requesting Office: ☐ OI ☐ Other

12. Authorizing Officer

_____ X _____
Printed Name Title Signature

ICE Form 73-001 (05/05)

The Department of the Treasury
LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCY
REQUEST FOR REIMBURSEMENT OF JOINT OPERATIONS EXPENSES

TO: ____ ATF ____ IRS __X__ ICE ____ USSS

TFF TRACKING NUMBER
REIM

NAME OF AGENCY: _____ OCDETF CASE: ____ YES ____ NO

ADDRESS: _____ OCDETF CASE #: _____

_____ TAX IDENTIFICATION #: _____

CONTACT PERSON: _____ TELEPHONE #: _____

DATES FOR WHICH THIS REIMBURSEMENT IS REQUESTE FROM: _____ TO: _____

OVERTIME EXPENSES

NAMES OF OFFICERS	TITLE(s)	SS No.	# OF HRS	COST PER HR	CASE #	TOTAL $
			TOTAL OVERTIME AMOUNT REQUESTED:			

TOTAL NUMBER OF REGULAR HOURS WORKED DURING THIS BILLING PERIOD ON CASES FOR WHICH OVERTIME WAS REQUESTED BY THE OFFICERS LISTED ABOVE: _____ HOURS

TOTAL AMOUNT REIMBURSEMENT REQUESTED:	

ALL REQUESTS FOR REIMBURSEMENT OF EXPENSES MUST HAVE ATTACHED SUPPORTING DOCUMENTATION 'CERTIFIED AS TRUE' BY A PRINCIPAL OFFICER OF THE AGENCY. THE SUPPORTING DOCUMENTATION SHALL CONSIST OF ORIGINAL OR COPIES OF ORIGINAL INVOICES, STATEMENTS, BILLS, OR PAY RECORDS WITH INFORMATION STATING THE IMMIGRATION AND CUSTOMS ENFORCEMENT CASE NUMBER, THE OFFICERS NAME, SSN, TITLE, DATES AND TIMES THE OFFICER WAS/WEI ENGAGED IN OVERTIME ACTIVITY.

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE OR AS ATTACHED HERETO IS ACCURATE AND REPRESENTS ACTUAL COSTS INCURRED BY THIS AGENCY FOR PROVIDING RESOURCES TO THE DEPARTMENT OF HOMELAND SECURITY LAW ENFORCEMENT AGENCY.

NAME TITLE/HEAD OF AGENCY SIGNATURE DATE

CERTIFIED BY: _____

Bradford A. Bench, Special Agent In Charge, ICE, Seattle, Washington

TFF REVIEW: _____ DATE: _____

NOTE: OCDETF CASES - A copy of this document shall be sent to the Agency Core City Coordinator

SAC Office:

Agency Name:
Tax ID Number:
NCIC:
Address:
Contact Name:
Phone:
Email:

Officers (list below):

Name	Title	SSN (Last 4 Digits)	Badge Number	Overtime Hourly Rate

AUTOMATION OF THE JOINT OPERATIONS PROGRAM

For the past couple of years, Treasury Forfeiture Fund (TEOAF) has been working to automate the State and Local Joint Operations Program. Well, they think they finally did it! It's now on to the testing phase, and as a result, I am asking for your assistance.

The level of detail built into the automated system requires, not only the name of the agency, but also, specific information concerning each officer working, or having the potential to work, in the program. As a result of this, I need to ask each of you to provide me with certain data to be entered into the system.

For each law enforcement agency involved in the Joint Operations Program within your SACdom, please provide me with the following:

Law Enforcement Agency Information

1. Agency name
2. NCIC for each agency
3. Address
4. City, State and Zip code
5. Agency POC Name
6. Agency POC Phone number
7. Agency POC Email

Law Enforcement Officer Information

1. First Name
2. Middle Initial
3. Last Name
4. Title
5. SSN (last 4 digits)
6. Badge Number
7. Overtime Hourly Rate

As part of the testing phase and TEOAF going live with the program, my office will input the data provided by your office. Eventually the system will be rolled out to each office, but a timeframe to do that has not yet been developed. So for now, you should just continue to send me the paper forms.

You can send me the agency/officer information either by fax (202-616-2281) or by email (gary.kastorf@dhs.gov). As you gather this data, please feel free to send it to me. Do not wait until you collect the information for all agencies working for your office before you send it in. I would like to have everything sent to me between now and November 30, 2006.

If you have any questions I will be happy to answer them for you.

Gary E. Kastorf

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: F1X3SF4225AW01 | PAGE 1 OF 11

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
FA4620-15-P-A011	01-Oct-2014		FA4620-14-T-A192	25-Aug-2014

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	SUSAN D DALTON	509-247-2234	02:00 PM 05 Sep 2014

9. ISSUED BY — CODE FA4620
92 CONTRACTING SQUADRON
BLDG 2451
110 W ENT ST
STE 200
FAIRCHILD AFB WA 99011-8568

TEL: 509-247-2161
FAX: 509-247-8685

10. THIS ACQUISITION IS
[X] UNRESTRICTED
[ ] SET ASIDE: % FOR
[ ] SB
[ ] HUBZONE SB
[ ] 8(A)
[ ] SVC-DISABLED VET-OWNED SB
[ ] EMERGING SB
SIZE STD: N/A NAICS: 922120

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS
Net 30 Days

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE F1X3SF
92 SECURITY FORCES SQUADRON
MR. BARRETT HOLME
130 N FOULOIS AVE
BLDG 2248C
FAIRCHILD AFB WA 99011

16. ADMINISTERED BY — CODE
SEE ITEM 9

17a. CONTRACTOR/ OFFEROR — CODE 07TG0
WASHINGTON STATE PATROL
REBECCA KIRBY
210 11TH AVE SW RM 116/PO BOX 42602
OLYMPIA WA 98504-2602
Rebecca.Kirby@wsp.wa.gov
Ph. 360-596-4071
TEL.
FACILITY CODE

18a. PAYMENT WILL BE MADE BY — CODE F87700
DFAS-LIMESTONE DEAMS
ACCTG DISB STA NR 387700
DFAS DEAMS
27 ARKANSAS RD
LIMESTONE ME 04751-6216

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE			$355 per month	x 12 mos. = $4260.

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$4,260.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
[X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
REF: FA4620-14-T-A192

29. AWARD OF CONTRACT: REFERENCE
[ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Rebecca Hoyt

31c. DATE SIGNED: 01-Oct-2014

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): ROBERT MARK

30c. DATE SIGNED: 10/3/14

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
REBECCA M. HOYT / CONTRACTING OFFICER
TEL: 509-247-4865 EMAIL: rebecca.hoyt.1@us.af.mil

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 11
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Months	$355.00	$4,260.00

Washington State Patrol Database Access
FFP
Base Year: Contractor shall provide access to the Washington State Highway Patrol Database for wants and warrants information using the Air Force Law Enforcement Terminal System (AFLETS).
FOB: Destination
NSN: R430-14-AFL-ETSS
PURCHASE REQUEST NUMBER: F1X3SF4225AW01
SIGNAL CODE: A

	NET AMT	$4,260.00
ACRN AA CIN: 00000000000000272858		$4,260.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	$355.00	$4,260.00
OPTION					

Washington State Patrol Database Access
FFP
Option Year 1: Contractor shall provide access to the Washington State Highway Patrol Database for wants and warrants information using AFLETS.
FOB: Destination
NSN: R430-14-AFL-ETSS
SIGNAL CODE: A

	NET AMT	$4,260.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months	$355.00	$4,260.00
OPTION	Washington State Patrol Database Access FFP Option Year 2: Contractor shall provide access to the Washington State Highway Patrol Database for wants and warrants information using AFLETS. FOB: Destination NSN: R430-14-AFL-ETSS SIGNAL CODE: A				
				NET AMT	$4,260.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months	$355.00	$4,260.00
OPTION	Washington State Patrol Database Access FFP Option Year 3: Contractor shall provide access to the Washington State Highway Patrol Database for wants and warrants information using AFLETS. FOB: Destination NSN: R430-14-AFL-ETSS SIGNAL CODE: A				
				NET AMT	$4,260.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months	$355.00	$4,260.00
OPTION	Washington State Patrol Database Access FFP Option Year 4: Contractor shall provide access to the Washington State Highway Patrol Database for wants and warrants information using AFLETS. FOB: Destination NSN: R430-14-AFL-ETSS SIGNAL CODE: A				

NET AMT $4,260.00

ACCOUNTING AND APPROPRIATION DATA

AA: 5753400 305 65MU 3A4360 02 47203 48538F 387700 F87700 ESP:CX
AMOUNT: $4,260.00
CIN 00000000000000272858: $4,260.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

0001	POP 01-OCT-2014 TO 30-SEP-2015	N/A	92 SECURITY FORCES SQUADRON MR. BARRETT HOLME 130 N FOULOIS AVE BLDG 2248C FAIRCHILD AFB WA 99011 (509) 247-2551 FOB: Destination	F1X3SF
1001	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1X3SF
2001	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1X3SF
3001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1X3SF
4001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1X3SF

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/ (End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

PRICE CHANGE FOR OPTION YEARS

The Washington State Highway Patrol charges for access to their database. The price this service costs may change over time and Fairchild AFB agrees to incorporate said changes in any contracts that include this service as long as the change is a direct pass-through of the total service charge and does not include any fees or taxes based on a percentage of the increase amount.

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 DAYS (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 YEARS. (End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
X (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3).
X (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
X (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
X (41) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

5352.201-9101 OMBUDSMAN (APRIL 2010)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, Contracting Officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes, (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the Contracting Officer, concerned parties may contact the Center/MAJCOM ombudsmen,

Mr. Gregory S. Oneal, AFICA/ KM, 507 Symington Drive, Scott AFB IL 62225-5022, (618) 229-0267, fax (618) 256-6668, email: gregory.oneal @us.af.mil.

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary, (ADAS), (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, Comm. Phone: (703) 588-7004; FAX: (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COMBO W/RECEIVING REPORT

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

GOV/GOV

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F1X3SF
Issue By DoDAAC	FA4620
Admin DoDAAC	FA4620
Inspect By DoDAAC	N/A
Ship To Code	F1S3SF
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Barrett.Holms@us.af.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Contract Specialist: jackson.woods@us.af.mil, **509-247-2235**
Contracting Officer: Rebecca.Hoyt.1@us.af.mil, **509-247-4865**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988. (End of clause)

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 92D CONTRACTING SQUADRON (AMC)
FAIRCHILD AIR FORCE BASE WASHINGTON

8 July 2015

MEMORANDUM FOR WASHINGTON STATE PATROL
210 11th Ave. SW Room 116/PO Box 42602
Olympia, WA 98504-2602

FROM: 92 CONS/LGCA
110 W. Ent Street
Fairchild AFB, WA 99011-8568

SUBJECT: Notice of Intent to Exercise Option Year One FA4620-15-P-A011, AFLETS

1. This letter is preliminary notification that the Government intends to exercise its option to extend the term of the subject contract (01 October 2015 through 30 September 2016) in accordance with FAR Clause 52.217-9 entitled, "Option to Extend the Term of the Contract." No obligation is incurred by the Government as a result of this letter. If the term of the contract is to be extended, a modification will be executed at a later date.

2. If you have any questions, please contact the Contract Specialist, A1C Jackson Woods, at (509) 247-5767 or via e-mail at jackson.woods@us.af.mil. You can contact me directly at (509)247-4865 or via email at rebecca.hoyt.1@us.af.mil.

Rebecca Hoyt
Contracting Officer

Contractor Acknowledgement

Name: _____ **Date:** 8/21/15

Simon Tee, Grants and Contracts Manager

Signature: _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00003	01-Oct-2015	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
92 CONTRACTING SQUADRON BLDG 2451 110 WENT ST STE 200 FAIRCHILD AFB WA 99011-6568	FA4620	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
WASHINGTON STATE PATROL ALAINE JOHNSON 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. FA4620-15-P-A011
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Oct-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-18 Availibility of Funds

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: woodsj168

The purpose of this modification is to:
A. Fund Option Year One, CLIN 1001 (1 October 2015 to 30 September 2016)
B. Add FY 16 funds in the amount of $4,260.00 for Option Year One
C. The Period of Performance of FY 16 funding Option Year One is 1 October 2015 through 30 September 2016
D. All other terms and conditions remain unchanged

Contracting Officer: TSgt Rebecca Hoyt, rebecca.hoyt.1@us.af.mil
Contract Administrator: TSgt John Lam Ho, john.lam_ho.1@us.af.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) REBECCA M. HOYT / CONTRACTING OFFICER TEL: 509-247-4965 EMAIL: rebecca.hoyt.1@us.af.mil	
15B. CONTRACTOR/OFFEROR N/A (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Rebecca Hoyt (Signature of Contracting Officer)	16C. DATE SIGNED 01-Oct-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 1001

This CLIN has been renumbered to CLIN 9999.

The CLIN description has changed from Washington State Patrol Database Access to DELETED CLIN 1001.

The CLIN extended description Option Year 1: Contractor shall provide access to the Washington State Highway Patrol Database for wants and warrants information using AFLETS. has been deleted.

The pricing detail quantity has decreased by 12.00 from 12.00 to 0.00.

The option status has changed from Option Exercised to No Status.

The total cost of this line item has decreased by $4,260.00 from $4,260.00 to $0.00.

CLIN 1001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months	$355.00	$4,260.00
EXERCISED OPTION	Washington State Patrol Database Access FFP Option Year 1: Contractor shall provide access to the Washington State Highway Patrol Database for wants and warrants information using AFLETS. FOB: Destination PURCHASE REQUEST NUMBER: F1X3SF5155AW01-0001 SIGNAL CODE: A				

NET AMT $4,260.00

ACRN AB $4,260.00
CIN: 00000000000000579962

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $4,260.00 from $4,260.00 to $8,520.00.

CLIN 1001:
Funding on CLIN 1001 is initiated as follows:

ACRN: AB

CIN: 00000000000000579962

Acctng Data: 5763400 306 18NC 3A4360 02 47203 48538F 387700 F87700 ESP:CX

Increase: $4,260.00

Total: $4,260.00

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 1001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

(End of Summary of Changes)

01012 - Accounting Clerk II	16.16
01013 - Accounting Clerk III	18.07
01020 - Administrative Assistant	21.14
01040 - Court Reporter	17.53
01051 - Data Entry Operator I	12.27
01052 - Data Entry Operator II	13.85
01060 - Dispatcher, Motor Vehicle	16.07
01070 - Document Preparation Clerk	13.58
01090 - Duplicating Machine Operator	13.59
01111 - General Clerk I	11.77
01112 - General Clerk II	12.84
01113 - General Clerk III	14.41
01120 - Housing Referral Assistant	19.56
01141 - Messenger Courier	11.94
01191 - Order Clerk I	12.85
01192 - Order Clerk II	14.02
01261 - Personnel Assistant (Employment) I	16.71
01262 - Personnel Assistant (Employment) II	18.69
01263 - Personnel Assistant (Employment) III	20.84
01270 - Production Control Clerk	19.49
01280 - Receptionist	11.85
01290 - Rental Clerk	11.97
01300 - Scheduler, Maintenance	15.68
01311 - Secretary I	15.68
01312 - Secretary II	17.53
01313 - Secretary III	19.56
01320 - Service Order Dispatcher	17.27
01410 - Supply Technician	21.14
01420 - Survey Worker	11.69
01531 - Travel Clerk I	12.69
01532 - Travel Clerk II	13.52
01533 - Travel Clerk III	14.47
01611 - Word Processor I	13.69
01612 - Word Processor II	15.37
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.28
05010 - Automotive Electrician	19.82
05040 - Automotive Glass Installer	18.24
05070 - Automotive Worker	18.24
05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	19.82
05160 - Motor Equipment Metal Worker	18.24
05190 - Motor Vehicle Mechanic	19.94
05220 - Motor Vehicle Mechanic Helper	15.68
05250 - Motor Vehicle Upholstery Worker	17.25
05280 - Motor Vehicle Wrecker	18.24
05310 - Painter, Automotive	19.03
05340 - Radiator Repair Specialist	18.24
05370 - Tire Repairer	13.22
05400 - Transmission Repair Specialist	19.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	12.04
07042 - Cook II	13.48

07070 - Dishwasher 10.20
07130 - Food Service Worker 10.20
07210 - Meat Cutter 18.06
07260 - Waiter/Waitress 12.68
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 17.39
09040 - Furniture Handler 13.14
09080 - Furniture Refinisher 17.39
09090 - Furniture Refinisher Helper 14.32
09110 - Furniture Repairer, Minor 15.76
09130 - Upholsterer 17.39
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 10.63
11060 - Elevator Operator 10.63
11090 - Gardener 13.37
11122 - Housekeeping Aide 10.81
11150 - Janitor 12.25
11210 - Laborer, Grounds Maintenance 12.51
11240 - Maid or Houseman 9.83
11260 - Pruner 11.87
11270 - Tractor Operator 13.48
11330 - Trail Maintenance Worker 12.51
11360 - Window Cleaner 12.83
12000 - Health Occupations
12010 - Ambulance Driver 17.80
12011 - Breath Alcohol Technician 18.18
12012 - Certified Occupational Therapist Assistant 21.83
12015 - Certified Physical Therapist Assistant 21.29
12020 - Dental Assistant 19.25
12025 - Dental Hygienist 36.32
12030 - EKG Technician 25.44
12035 - Electroneurodiagnostic Technologist 25.44
12040 - Emergency Medical Technician 17.80
12071 - Licensed Practical Nurse I 16.19
12072 - Licensed Practical Nurse II 18.18
12073 - Licensed Practical Nurse III 20.34
12100 - Medical Assistant 13.97
12130 - Medical Laboratory Technician 18.69
12160 - Medical Record Clerk 12.97
12190 - Medical Record Technician 14.50
12195 - Medical Transcriptionist 15.49
12210 - Nuclear Medicine Technologist 40.08
12221 - Nursing Assistant I 9.62
12222 - Nursing Assistant II 10.81
12223 - Nursing Assistant III 11.80
12224 - Nursing Assistant IV 13.25
12235 - Optical Dispenser 17.21
12236 - Optical Technician 15.03
12250 - Pharmacy Technician 15.99
12280 - Phlebotomist 13.25
12305 - Radiologic Technologist 25.10
12311 - Registered Nurse I 23.90
12312 - Registered Nurse II 29.21
12313 - Registered Nurse II, Specialist 29.21
12314 - Registered Nurse III 35.35

12315 - Registered Nurse III, Anesthetist		35.35
12316 - Registered Nurse IV		42.35
12317 - Scheduler (Drug and Alcohol Testing)		20.83
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.25
13012 - Exhibits Specialist II		23.86
13013 - Exhibits Specialist III		29.18
13041 - Illustrator I		19.25
13042 - Illustrator II		23.85
13043 - Illustrator III		29.18
13047 - Librarian		26.41
13050 - Library Aide/Clerk		11.83
13054 - Library Information Technology Systems Administrator		23.86
13058 - Library Technician		15.90
13061 - Media Specialist I		17.57
13062 - Media Specialist II		19.65
13063 - Media Specialist III		21.91
13071 - Photographer I		15.82
13072 - Photographer II		17.70
13073 - Photographer III		21.88
13074 - Photographer IV		26.77
13075 - Photographer V		30.59
13110 - Video Teleconference Technician		15.74
14000 - Information Technology Occupations		
14041 - Computer Operator I		17.06
14042 - Computer Operator II		19.08
14043 - Computer Operator III		21.54
14044 - Computer Operator IV		23.91
14045 - Computer Operator V		26.50
14071 - Computer Programmer I	(see 1)	22.26
14072 - Computer Programmer II	(see 1)	27.58
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15090 - Technical Instructor		19.78
15095 - Technical Instructor/Course Developer		24.20
15110 - Test Proctor		16.26
15120 - Tutor		16.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.69
16030 - Counter Attendant		9.69
16040 - Dry Cleaner		11.60

16070 - Finisher, Flatwork, Machine 9.69
16090 - Presser, Hand 9.69
16110 - Presser, Machine, Drycleaning 9.69
16130 - Presser, Machine, Shirts 9.69
16160 - Presser, Machine, Wearing Apparel, Laundry 9.69
16190 - Sewing Machine Operator 12.29
16220 - Tailor 12.99
16250 - Washer, Machine 10.19
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 17.67
19040 - Tool And Die Maker 21.74
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 15.65
21030 - Material Coordinator 19.49
21040 - Material Expediter 19.49
21050 - Material Handling Laborer 12.49
21071 - Order Filler 14.11
21080 - Production Line Worker (Food Processing) 15.65
21110 - Shipping Packer 13.97
21130 - Shipping/Receiving Clerk 13.62
21140 - Store Worker I 12.38
21150 - Stock Clerk 15.87
21210 - Tools And Parts Attendant 15.65
21410 - Warehouse Specialist 15.65
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 24.83
23021 - Aircraft Mechanic I 23.66
23022 - Aircraft Mechanic II 24.83
23023 - Aircraft Mechanic III 26.08
23040 - Aircraft Mechanic Helper 18.43
23050 - Aircraft, Painter 21.21
23060 - Aircraft Servicer 20.58
23080 - Aircraft Worker 21.77
23110 - Appliance Mechanic 19.38
23120 - Bicycle Repairer 14.53
23125 - Cable Splicer 26.53
23130 - Carpenter, Maintenance 20.53
23140 - Carpet Layer 19.17
23160 - Electrician, Maintenance 21.33
23181 - Electronics Technician Maintenance I 23.57
23182 - Electronics Technician Maintenance II 24.91
23183 - Electronics Technician Maintenance III 26.24
23260 - Fabric Worker 18.40
23290 - Fire Alarm System Mechanic 19.24
23310 - Fire Extinguisher Repairer 17.29
23311 - Fuel Distribution System Mechanic 20.42
23312 - Fuel Distribution System Operator 17.29
23370 - General Maintenance Worker 17.69
23380 - Ground Support Equipment Mechanic 23.66
23381 - Ground Support Equipment Servicer 20.58
23382 - Ground Support Equipment Worker 21.77
23391 - Gunsmith I 17.29
23392 - Gunsmith II 19.50
23393 - Gunsmith III 21.71
23410 - Heating, Ventilation And Air-Conditioning 20.70

Mechanic
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 21.76
23430 - Heavy Equipment Mechanic 21.47
23440 - Heavy Equipment Operator 23.64
23460 - Instrument Mechanic 21.71
23465 - Laboratory/Shelter Mechanic 20.80
23470 - Laborer 12.49
23510 - Locksmith 20.80
23530 - Machinery Maintenance Mechanic 21.23
23550 - Machinist, Maintenance 17.88
23580 - Maintenance Trades Helper 14.32
23591 - Metrology Technician I 21.71
23592 - Metrology Technician II 22.91
23593 - Metrology Technician III 23.93
23640 - Millwright 23.41
23710 - Office Appliance Repairer 20.66
23760 - Painter, Maintenance 17.60
23790 - Pipefitter, Maintenance 26.03
23810 - Plumber, Maintenance 23.76
23820 - Pneudraulic Systems Mechanic 21.71
23850 - Rigger 21.71
23870 - Scale Mechanic 19.50
23890 - Sheet-Metal Worker, Maintenance 20.42
23910 - Small Engine Mechanic 15.83
23931 - Telecommunications Mechanic I 26.54
23932 - Telecommunications Mechanic II 27.60
23950 - Telephone Lineman 21.13
23960 - Welder, Combination, Maintenance 16.77
23965 - Well Driller 19.94
23970 - Woodcraft Worker 21.71
23980 - Woodworker 16.61
24000 - Personal Needs Occupations
24570 - Child Care Attendant 9.66
24580 - Child Care Center Clerk 13.06
24610 - Chore Aide 10.34
24620 - Family Readiness And Support Services Coordinator 13.01
24630 - Homemaker 16.85
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 24.57
25040 - Sewage Plant Operator 20.56
25070 - Stationary Engineer 24.57
25190 - Ventilation Equipment Tender 17.64
25210 - Water Treatment Plant Operator 20.56
27000 - Protective Service Occupations
27004 - Alarm Monitor 19.69
27007 - Baggage Inspector 12.22
27008 - Corrections Officer 24.11
27010 - Court Security Officer 25.50
27030 - Detection Dog Handler 17.58
27040 - Detention Officer 24.11
27070 - Firefighter 22.01
27101 - Guard I 12.22
27102 - Guard II 15.98

27131 - Police Officer I		28.39
27132 - Police Officer II		31.53
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		10.85
28042 - Carnival Equipment Repairer		11.41
28043 - Carnival Equpment Worker		10.13
28210 - Gate Attendant/Gate Tender		14.00
28310 - Lifeguard		11.34
28350 - Park Attendant (Aide)		15.66
28510 - Recreation Aide/Health Facility Attendant		11.43
28515 - Recreation Specialist		16.61
28630 - Sports Official		12.47
28690 - Swimming Pool Operator		15.35
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		20.66
29020 - Hatch Tender		20.66
29030 - Line Handler		20.47
29041 - Stevedore I		19.35
29042 - Stevedore II		22.01
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		16.81
30022 - Archeological Technician II		18.80
30023 - Archeological Technician III		23.29
30030 - Cartographic Technician		23.29
30040 - Civil Engineering Technician		23.02
30061 - Drafter/CAD Operator I		16.81
30062 - Drafter/CAD Operator II		18.80
30063 - Drafter/CAD Operator III		20.97
30064 - Drafter/CAD Operator IV		25.80
30081 - Engineering Technician I		15.16
30082 - Engineering Technician II		16.93
30083 - Engineering Technician III		19.01
30084 - Engineering Technician IV		23.58
30085 - Engineering Technician V		28.75
30086 - Engineering Technician VI		34.90
30090 - Environmental Technician		23.22
30210 - Laboratory Technician		20.54
30240 - Mathematical Technician		23.29
30361 - Paralegal/Legal Assistant I		19.64
30362 - Paralegal/Legal Assistant II		24.33
30363 - Paralegal/Legal Assistant III		29.77
30364 - Paralegal/Legal Assistant IV		36.02
30390 - Photo-Optics Technician		23.29
30461 - Technical Writer I		20.72
30462 - Technical Writer II		27.13
30463 - Technical Writer III		32.83
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2)	20.97

Surface Programs		
30621 - Weather Observer, Senior	(see 2)	23.29
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		12.83
31030 - Bus Driver		17.01
31043 - Driver Courier		12.24
31260 - Parking and Lot Attendant		10.23
31290 - Shuttle Bus Driver		13.08
31310 - Taxi Driver		12.53
31361 - Truckdriver, Light		13.08
31362 - Truckdriver, Medium		17.52
31363 - Truckdriver, Heavy		18.65
31364 - Truckdriver, Tractor-Trailer		18.65
99000 - Miscellaneous Occupations		
99030 - Cashier		10.64
99050 - Desk Clerk		10.35
99095 - Embalmer		22.74
99251 - Laboratory Animal Caretaker I		11.51
99252 - Laboratory Animal Caretaker II		12.30
99310 - Mortician		22.74
99410 - Pest Controller		16.97
99510 - Photofinishing Worker		12.16
99710 - Recycling Laborer		15.72
99711 - Recycling Specialist		16.64
99730 - Refuse Collector		14.50
99810 - Sales Clerk		13.51
99820 - School Crossing Guard		13.98
99830 - Survey Party Chief		22.89
99831 - Surveying Aide		12.79
99832 - Surveying Technician		17.50
99840 - Vending Machine Attendant		13.13
99841 - Vending Machine Repairer		15.08
99842 - Vending Machine Repairer Helper		13.13

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations

on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00005	01-Oct-2016	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
92 CONTRACTING SQUADRON BLDG 2451 110 WENT ST STE 200 FAIRCHILD AFB WA 99011-8568	FA4620	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL ALAINE JOHNSON 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. FA4620-15-P-A011
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Oct-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR Clause 52.232-18 "Availability of Funds"

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: woodsj16437

The purpose of this modification is to fund the Second Option Year for a Period of Performance of 01 October 2016 through 30 September 2017 as stated herein:

1. FY 17 Funds are added to this contract under CLIN 2001 in the amount of $4,260.00
2. All other terms and conditions remain unchanged.

POCs
CA: SrA Jackson Woods 509-247-5767 jackson.woods@us.af.mil
CO: TSgt Mayra Hernandez 509-247-4865 mayra.hernandez.1@us.af.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
unilateral		MAYRA HERNANDEZ / CONTRACTING OFFICER TEL: 509-247-2237 EMAIL: Mayra.Hernandez.1@us.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 01-Oct-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 200101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200101				$0.00	$0.00
	Funding for Line Item 2001 FFP FOB: Destination PURCHASE REQUEST NUMBER: F1X3SF6109AD01-0002				
				NET AMT	$0.00
	ACRN AC CIN: 00000000000001492387				$4,260.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $4,260.00 from $8,520.00 to $12,780.00.

SUBCLIN 200101:
Funding on SUBCLIN 200101 is initiated as follows:

ACRN: AC

CIN: 00000000000001492387

Acctng Data: 5773400 307 18NC 3A4360 02 47203 48538F 387700 F87700

Increase: $4,260.00

Total: $4,260.00

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 200101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
	25-Apr-2017	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
92 CONTRACTING SQUADRON BLDG 2451 110 WEST ST STE 200 FAIRCHILD AFB WA 99011-5569	FA4620	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
WASHINGTON STATE PATROL ALAINE JOHNSON 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. FA4620-15-P-A011
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Oct-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
IAW FAR 52.212-4(c) Changes

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: andersod17171
The purpose of this modification is to incorporate an increase of $45.00 per month for Option Year Two, Three, and Four as stated herein.

POC: SSgt Dane Anderson, (509) 247-2163, dane.anderson.4@us.af.mil
CC: SSgt Zachary Ray, (509) 247-2608, zachery.ray@us.af.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: (509) 247-2608 EMAIL: zachery.ray@us.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 4/25/17	16B. UNITED STATES OF AMERICA BY Zachary W Ray (Signature of Contracting Officer)	16C. DATE SIGNED 3 MAY 17

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
MODIFICATION P00006
The unit price increase for Option Years Two, Three, and Four is as follows:

a. CLIN 2002 is added to increase the unit price of Option Year Two by $45.00 per month. This change is effective 1 Jan 17 through 30 Sep 17 (9 months). For billing proposes CLIN 2001 will remain the original value of $355.00 per month and CLIN 2002 will be funded with the increased unit price of $45.00 per month.

b. CLIN 3001 and 4001s unit price is increased by $45.00 per month from $355.00 to $400.00.

As consideration to the modification agreed to herein, the contractor hereby releases the government from any and all liability under this contract from further equitable adjustment attributable to such facts and circumstances given rise to the aforesaid modification.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $405.00 from $12,780.00 to $13,185.00.
The 'mail invoices to the address shown in block' field has changed from See Item 18 to 1.

SUPPLIES OR SERVICES AND PRICES

CLIN 0001
The NSN R430-14-AFL-ETSS has been deleted.
The SIC code 9221 has been deleted.

CLIN 1001
The SIC code 9221 has been deleted.

CLIN 2001
The NSN R430-14-AFL-ETSS has been deleted.
The SIC code 9221 has been deleted.

SUBCLIN 200101
The FOB Destination has been deleted.
The FSC code W063 has been deleted.

CLIN 3001
The NSN R430-14-AFL-ETSS has been deleted.
The unit price amount has increased by $45.00 from $355.00 to $400.00.
The SIC code 9221 has been deleted.
The total cost of this line item has increased by $540.00 from $4,260.00 to $4,800.00.

CLIN 4001
The NSN R430-14-AFL-ETSS has been deleted.
The unit price amount has increased by $45.00 from $355.00 to $400.00.
The SIC code 9221 has been deleted.
The total cost of this line item has increased by $540.00 from $4,260.00 to $4,800.00.

CLIN 2002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		9	Months	$45.00	$405.00

Unit Price Increase
FFP
Increase the unit price of Line Item 2001 by $45.00 from $355.00 to $400.00.
The $45.00 increase appplies from 1 Jan 17 - 30 Sep 17, for a total increase of $405.00.
FOB: Destination
PURCHASE REQUEST NUMBER: F1X3SF7088AD01
SIGNAL CODE: A

NET AMT	$405.00
ACRN AC	$405.00

CIN: 00000000000002464848

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $405.00 from $12,780.00 to $13,185.00.

CLIN 2002:
Funding on CLIN 2002 is initiated as follows:

ACRN: AC

CIN: 00000000000002464848

Acctng Data: 5773400 307 18NC 3A4360 02 47203 48538F 387700 F87700

Increase: $405.00

Total: $405.00

DELIVERIES AND PERFORMANCE

The following Delivery Schedule for CLIN 2002 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-JAN-2017 TO 30-SEP-2017	N/A	92 SECURITY FORCES SQUADRON KEVIN COMER 130 N FOULOIS AVE BLDG 2248C FAIRCHILD AFB WA 99011 509-247-3466 FOB: Destination	F1X3SF

INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for SUBCLIN 200101 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

The following Acceptance/Inspection Schedule was added for CLIN 2002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 13

2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO (If applicable)
P00007	01-Oct-2017	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
92 CONTRACTING SQUADRON BLDG 2451 110 WENT ST STE 200 FAIRCHILD AFB WA 99011-8568	FA4620	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL ~~ALAINE JOHNSON~~ Rebecca Kirby 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. FA4620-15-P-A011
CODE 07TG0	X	10B. DATED (SEE ITEM 13) 01-Oct-2014
FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.232-18 "Availability of Funds"

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: winfreyg17280

A. As stated in the Written Notice to Exercise the Option sent on 06 Sept 2017, Option Year three is hereby funded pursuant to FAR Clause 52.232-18 "Availability of Funds" for the period of performance from 1 October 2017 through 30 September 2018.
B. Total funding has been obligated by this instrument and is increased by $4,800.00 from $13,185.00 to $17,985.00.
C. Update the previous wage determination and incorporate the latest Wage Determination dated 08/08/2017
All other terms and conditions remain unchanged.
POCs:
CA: SSgt Gregory Winfrey (509) 247-4885 gregory.winfrey@us.af.mil
CO: Justin Hayes (509) 247-2237 justin.hayes.11@us.af.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUSTIN S. HAYES / CONTRACTING OFFICER TEL: 509-247-2237 EMAIL: justin.hayes.11@us.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 12/4/17	16B. UNITED STATES OF AMERICA BY Justin S Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 01-Oct-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

WAGE DETERMINATION OPT YR 3

WD 15-5537 (Rev.-3) was first posted on www.wdol.gov on 08/08/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director Division of Wage Determinations	Wage Determination No.: 2015-5537 Revision No.: 3 Date Of Revision: 08/03/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.64
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.39
01020 - Administrative Assistant		22.34
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		19.45
01070 - Document Preparation Clerk		16.45
01090 - Duplicating Machine Operator		16.45
01111 - General Clerk I		12.33
01112 - General Clerk II		13.46
01113 - General Clerk III		15.11
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		13.71
01191 - Order Clerk I		15.55

01192 - Order Clerk II	16.96
01261 - Personnel Assistant (Employment) I	16.71
01262 - Personnel Assistant (Employment) II	18.69
01263 - Personnel Assistant (Employment) III	20.84
01270 - Production Control Clerk	21.85
01290 - Rental Clerk	14.05
01300 - Scheduler, Maintenance	15.68
01311 - Secretary I	15.68
01312 - Secretary II	17.53
01313 - Secretary III	19.56
01320 - Service Order Dispatcher	17.59
01410 - Supply Technician	22.34
01420 - Survey Worker	14.15
01460 - Switchboard Operator/Receptionist	13.40
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.80
01533 - Travel Clerk III	14.77
01611 - Word Processor I	13.69
01612 - Word Processor II	15.37
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.28
05010 - Automotive Electrician	20.49
05040 - Automotive Glass Installer	19.39
05070 - Automotive Worker	19.39
05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	21.58
05160 - Motor Equipment Metal Worker	19.39
05190 - Motor Vehicle Mechanic	21.58
05220 - Motor Vehicle Mechanic Helper	16.09
05250 - Motor Vehicle Upholstery Worker	18.28
05280 - Motor Vehicle Wrecker	19.39
05310 - Painter, Automotive	20.49
05340 - Radiator Repair Specialist	19.39
05370 - Tire Repairer	13.59
05400 - Transmission Repair Specialist	21.58
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	13.91
07042 - Cook II	15.69
07070 - Dishwasher	10.91
07130 - Food Service Worker	11.44
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.39
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.39
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.76
09130 - Upholsterer	17.39
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.50
11060 - Elevator Operator	11.50
11090 - Gardener	15.65
11122 - Housekeeping Aide	13.08
11150 - Janitor	13.80
11210 - Laborer, Grounds Maintenance	12.65
11240 - Maid or Houseman	11.25
11260 - Pruner	11.87
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.65

11360 - Window Cleaner	14.97
12000 - Health Occupations	
12010 - Ambulance Driver	19.58
12011 - Breath Alcohol Technician	20.64
12012 - Certified Occupational Therapist Assistant	26.36
12015 - Certified Physical Therapist Assistant	23.42
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	41.38
12030 - EKG Technician	30.78
12035 - Electroneurodiagnostic Technologist	30.78
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	18.45
12072 - Licensed Practical Nurse II	20.64
12073 - Licensed Practical Nurse III	23.00
12100 - Medical Assistant	16.89
12130 - Medical Laboratory Technician	22.62
12160 - Medical Record Clerk	15.70
12190 - Medical Record Technician	17.55
12195 - Medical Transcriptionist	17.29
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.94
12222 - Nursing Assistant II	12.30
12223 - Nursing Assistant III	13.42
12224 - Nursing Assistant IV	15.07
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	19.35
12280 - Phlebotomist	15.80
12305 - Radiologic Technologist	30.37
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	25.20
12320 - Substance Abuse Treatment Counselor	17.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.68
13012 - Exhibits Specialist II	26.85
13013 - Exhibits Specialist III	32.85
13041 - Illustrator I	21.68
13042 - Illustrator II	26.85
13043 - Illustrator III	32.85
13047 - Librarian	29.74
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.85
13058 - Library Technician	18.60
13061 - Media Specialist I	19.38
13062 - Media Specialist II	21.68
13063 - Media Specialist III	24.16
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	18.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08

14043 - Computer Operator III		21.54
14044 - Computer Operator IV		23.91
14045 - Computer Operator V		26.50
14071 - Computer Programmer I	(see 1)	22.26
14072 - Computer Programmer II	(see 1)	27.58
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.52
15086 - Maintenance Test Pilot, Rotary Wing		36.52
15088 - Non-Maintenance Test/Co-Pilot		36.52
15090 - Technical Instructor		23.89
15095 - Technical Instructor/Course Developer		29.24
15110 - Test Proctor		19.30
15120 - Tutor		19.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.73
16030 - Counter Attendant		11.73
16040 - Dry Cleaner		13.74
16070 - Finisher, Flatwork, Machine		11.73
16090 - Presser, Hand		11.73
16110 - Presser, Machine, Drycleaning		11.73
16130 - Presser, Machine, Shirts		11.73
16160 - Presser, Machine, Wearing Apparel, Laundry		11.73
16190 - Sewing Machine Operator		14.31
16220 - Tailor		14.88
16250 - Washer, Machine		12.33
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.06
19040 - Tool And Die Maker		25.55
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.22
21030 - Material Coordinator		21.85
21040 - Material Expediter		21.85
21050 - Material Handling Laborer		12.71
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		17.22
21110 - Shipping Packer		16.48
21130 - Shipping/Receiving Clerk		16.48
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		17.22
21410 - Warehouse Specialist		17.22
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.66
23019 - Aircraft Logs and Records Technician		23.10
23021 - Aircraft Mechanic I		27.27
23022 - Aircraft Mechanic II		28.66
23023 - Aircraft Mechanic III		30.04

23040 - Aircraft Mechanic Helper	20.33
23050 - Aircraft, Painter	25.66
23060 - Aircraft Servicer	23.10
23070 - Aircraft Survival Flight Equipment Technician	25.66
23080 - Aircraft Worker	24.50
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.50
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.27
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	17.58
23125 - Cable Splicer	32.10
23130 - Carpenter, Maintenance	23.22
23140 - Carpet Layer	21.48
23160 - Electrician, Maintenance	25.81
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.26
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.04
23311 - Fuel Distribution System Mechanic	23.91
23312 - Fuel Distribution System Operator	19.04
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	27.27
23381 - Ground Support Equipment Servicer	23.10
23382 - Ground Support Equipment Worker	24.50
23391 - Gunsmith I	19.04
23392 - Gunsmith II	21.48
23393 - Gunsmith III	23.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.26
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.40
23430 - Heavy Equipment Mechanic	25.98
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.91
23465 - Laboratory/Shelter Mechanic	22.70
23470 - Laborer	12.71
23510 - Locksmith	22.70
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	18.89
23580 - Maintenance Trades Helper	15.13
23591 - Metrology Technician I	23.91
23592 - Metrology Technician II	25.13
23593 - Metrology Technician III	26.34
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.71
23810 - Plumber, Maintenance	25.36
23820 - Pneudraulic Systems Mechanic	23.91
23850 - Rigger	23.91
23870 - Scale Mechanic	21.48
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	18.14
23931 - Telecommunications Mechanic I	27.55
23932 - Telecommunications Mechanic II	28.96
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	18.33
23965 - Well Driller	20.08
23970 - Woodcraft Worker	23.91

23980 - Woodworker	19.04
24000 - Personal Needs Occupations	
24550 - Case Manager	13.71
24570 - Child Care Attendant	11.19
24580 - Child Care Center Clerk	13.95
24610 - Chore Aide	11.45
24620 - Family Readiness And Support Services Coordinator	13.71
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.73
25040 - Sewage Plant Operator	24.88
25070 - Stationary Engineer	29.73
25190 - Ventilation Equipment Tender	21.34
25210 - Water Treatment Plant Operator	24.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.23
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	28.27
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	24.21
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	31.93
27132 - Police Officer II	35.48
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.13
28042 - Carnival Equipment Repairer	13.81
28043 - Carnival Worker	11.39
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	20.10
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	17.25
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.00
29020 - Hatch Tender	25.00
29030 - Line Handler	24.77
29041 - Stevedore I	23.42
29042 - Stevedore II	26.63
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	27.85
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01

30084 - Engineering Technician IV		23.58
30085 - Engineering Technician V		28.75
30086 - Engineering Technician VI		34.90
30090 - Environmental Technician		25.54
30095 - Evidence Control Specialist		21.36
30210 - Laboratory Technician		24.85
30221 - Latent Fingerprint Technician I		23.65
30222 - Latent Fingerprint Technician II		26.12
30240 - Mathematical Technician		23.29
30361 - Paralegal/Legal Assistant I		19.64
30362 - Paralegal/Legal Assistant II		24.33
30363 - Paralegal/Legal Assistant III		29.77
30364 - Paralegal/Legal Assistant IV		36.02
30375 - Petroleum Supply Specialist		26.12
30390 - Photo-Optics Technician		23.29
30395 - Radiation Control Technician		26.12
30461 - Technical Writer I		22.79
30462 - Technical Writer II		28.54
30463 - Technical Writer III		34.52
30491 - Unexploded Ordnance (UXO) Technician I		23.85
30492 - Unexploded Ordnance (UXO) Technician II		28.85
30493 - Unexploded Ordnance (UXO) Technician III		34.58
30494 - Unexploded (UXO) Safety Escort		23.85
30495 - Unexploded (UXO) Sweep Personnel		23.85
30501 - Weather Forecaster I		23.65
30502 - Weather Forecaster II		28.77
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.97
30621 - Weather Observer, Senior	(see 2)	23.29
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		28.85
31020 - Bus Aide		15.52
31030 - Bus Driver		20.58
31043 - Driver Courier		14.76
31260 - Parking and Lot Attendant		11.35
31290 - Shuttle Bus Driver		15.76
31310 - Taxi Driver		12.53
31361 - Truckdriver, Light		15.76
31362 - Truckdriver, Medium		17.52
31363 - Truckdriver, Heavy		20.29
31364 - Truckdriver, Tractor-Trailer		20.29
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.07
99030 - Cashier		11.32
99050 - Desk Clerk		10.98
99095 - Embalmer		23.85
99130 - Flight Follower		23.85
99251 - Laboratory Animal Caretaker I		12.47
99252 - Laboratory Animal Caretaker II		13.32
99260 - Marketing Analyst		26.62
99310 - Mortician		23.85
99410 - Pest Controller		20.54
99510 - Photofinishing Worker		13.38
99710 - Recycling Laborer		19.02
99711 - Recycling Specialist		20.13
99730 - Refuse Collector		17.55
99810 - Sales Clerk		13.51
99820 - School Crossing Guard		14.29
99830 - Survey Party Chief		27.70
99831 - Surveying Aide		15.48
99832 - Surveying Technician		21.18
99840 - Vending Machine Attendant		15.88

99841 - Vending Machine Repairer	18.25
99842 - Vending Machine Repairer Helper	15.88

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 per hour or $176.40 per week or $764.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer

industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $4,800.00 from $13,185.00 to $17,985.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 3001
The option status has changed from Option to Option Exercised.

SUBCLIN 300101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300101					$0.00
	Funding for CLIN 3001 FFP Contractor shall use this subCLIN to invoice against CLIN 3001 PURCHASE REQUEST NUMBER: F1X3SF7131AD01				
				NET AMT	$0.00
	ACRN AD CIN: 0000000000002563142				$4,800.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $4,800.00 from $13,185.00 to $17,985.00.

SUBCLIN 300101:
Funding on SUBCLIN 300101 is initiated as follows:

ACRN: AD

CIN: 00000000000002563142

Acctng Data: 5783400 308 18NC 374360 01 47203 28538F 387700 F87700

Increase: $4,800.00

Total: $4,800.00

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 300101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

(End of Summary of Changes)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:
UPDATED LINE OF ACCOUNTING
Changed contact line of accounting for CLIN 3001:
From:
0570003400000000001818D|F18NC|374360|260.3312|01010000011Z|999900.999961|0208
538F|2018|387700|103000000|0570003400000000001818D|#|NA F18NC3018D28539F

To (PS):

0570003400000000001818D|F18NC|374342|233.8102|01010000011Z|999900.999961|0208
539F|2018|387700|103000000|0570003400000000001818D|#|NA F18NC3018D28539F

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00009	27-Jun-2018	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
92 CONTRACTING SQUADRON BLDG 2451 110 WENT ST STE 200 FAIRCHILD AFB WA 99011-8568	FA4620	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.
WASHINGTON STATE PATROL ALAINE JOHNSON 210 11TH AVE SW RM 116 OLYMPIA WA 98504-0001		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. FA4620-15-P-A011
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Oct-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: slamonz18230
The purspose of this modification is to change the line of accounting (LOA) for CLIN 3001 of this contract.

(See summary of changes)

In consideration of the modification agreed to herein as complete and equitable adjustment for the changes described above, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to aforementioned changes. All other terms and conditions remain unchanged as stated herein.

POC: SrA Zachary Slamon, 509-247-4873, zachary.slamon@us.af.mil
CO: SSgt Dane Anderson, 509-247-2163, dane.anderson.4@us.af.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DANE ANDERSON / CONTRACTING OFFICER TEL: 247-2163 EMAIL: dane.anderson.4@us.af.mil	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY ANDERSON.DANE.ANDREW.1408794818 Digitally signed by ANDERSON.DANE.ANDREW.1408794818 Date: 2018.06.27 16:50:49 -07'00' (Signature of Contracting Officer)	16C. DATE SIGNED 27-Jun-2018

WSP Contract No. K10172-6

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00011	01-Oct-2018	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
92 CONTRACTING SQUADRON BLDG 2451 110 WENT ST STE 200 FAIRCHILD AFB WA 99011-8568	FA4620	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL ALAINE JOHNSON 106 11TH AVE SW STE 3100 OLYMPIA WA 98501-2201		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. FA4620-15-P-A011
CODE 07TG0 FACILITY CODE	X	10B. DATED (SEE ITEM 13) 01-Oct-2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☒ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: forthj18389

The purpose of this modification is to fund CLIN 4001 for $4,800.00 as stated herin.

POC's
CA: A1C James W Forth, james.forth@us.af.mil, 509-247-3980
CO: SSgt Dane A Anderson, dane.anderson.4@us.af.mil, 509-247-2163

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
unilateral		DANE ANDERSON / CONTRACTING OFFICER TEL: 247-2163 EMAIL: dane.anderson.4@us.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA ANDERSON.DANE.ANDREW.14 BY08794818 Digitally signed by ANDERSON.DANE.ANDREW.1408794818 Date: 2018.10.01 10:55:11 -07'00' (Signature of Contracting Officer)	16C. DATE SIGNED 01-Oct-2018

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 400101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400101					$0.00
	Funding for CLIN 400101 FFP Contractor shall use this subCLIN to invoice against CLIN 400101 PURCHASE REQUEST NUMBER: F1X3SF8157AD01-3				
				NET AMT	$0.00
	ACRN AE CIN: 00000000000003663544				$4,800.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $4,800.00 from $17,985.00 to $22,785.00.

SUBCLIN 400101:
Funding on SUBCLIN 400101 is initiated as follows:

ACRN: AE

CIN: 00000000000003663544

Acctng Data: 5793400 309 18NC 374360 01 47203 28539F 387700 F87700

Increase: $4,800.00

Total: $4,800.00

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 400101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 13

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00007	01-Oct-2017	SEE SCHEDULE	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
92 CONTRACTING SQUADRON BLDG 2451 110 WENT ST STE 200 FAIRCHILD AFB WA 99011-8568	FA4620	See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
WASHINGTON STATE PATROL ~~ALAINE JOHNSON~~ Rebecca Kirby 210 11TH AVE SWRM 116 OLYMPIA WA 98504-0001		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. FA4620-15-P-A011
CODE 07TG0	X	10B. DATED (SEE ITEM 13) 01-Oct-2014
FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
FAR 52.232-18 "Availability of Funds"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: winfreyg17280

A. As stated in the Written Notice to Exercise the Option sent on 06 Sept 2017, Option Year three is hereby funded pursuant to FAR Clause 52.232-18 "Availability of Funds" for the period of performance from 1 October 2017 through 30 September 2018.
B. Total funding has been obligated by this instrument and is increased by $4,800.00 from $13,185.00 to $17,985.00.
C. Update the previous wage determination and incorporate the latest Wage Determination dated 08/08/2017
All other terms and conditions remain unchanged.
POCs:
CA: SSgt Gregory Winfrey (509) 247-4885 gregory.winfrey@us.af.mil
CO: Justin Hayes (509) 247-2237 justin.hayes.11@us.af.mil

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUSTIN S. HAYES / CONTRACTING OFFICER TEL: 509-247-2237 EMAIL: justin.hayes.11@us.af.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 12/4/17	16B. UNITED STATES OF AMERICA BY Justin S Hayes (Signature of Contracting Officer)	16C. DATE SIGNED 01-Oct-2017

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

WAGE DETERMINATION OPT YR 3

WD 15-5537 (Rev.-3) was first posted on www.wdol.gov on 08/08/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director Division of Wage Determinations	Wage Determination No.: 2015-5537 Revision No.: 3 Date Of Revision: 08/03/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Pend Oreille, Spokane, Stevens

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.64
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.39
01020 - Administrative Assistant		22.34
01035 - Court Reporter		17.53
01041 - Customer Service Representative I		12.72
01042 - Customer Service Representative II		14.30
01043 - Customer Service Representative III		15.60
01051 - Data Entry Operator I		12.27
01052 - Data Entry Operator II		13.85
01060 - Dispatcher, Motor Vehicle		19.45
01070 - Document Preparation Clerk		16.45
01090 - Duplicating Machine Operator		16.45
01111 - General Clerk I		12.33
01112 - General Clerk II		13.46
01113 - General Clerk III		15.11
01120 - Housing Referral Assistant		19.56
01141 - Messenger Courier		13.71
01191 - Order Clerk I		15.55

01192 - Order Clerk II	16.96
01261 - Personnel Assistant (Employment) I	16.71
01262 - Personnel Assistant (Employment) II	18.69
01263 - Personnel Assistant (Employment) III	20.84
01270 - Production Control Clerk	21.85
01290 - Rental Clerk	14.05
01300 - Scheduler, Maintenance	15.68
01311 - Secretary I	15.68
01312 - Secretary II	17.53
01313 - Secretary III	19.56
01320 - Service Order Dispatcher	17.59
01410 - Supply Technician	22.34
01420 - Survey Worker	14.15
01460 - Switchboard Operator/Receptionist	13.40
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.80
01533 - Travel Clerk III	14.77
01611 - Word Processor I	13.69
01612 - Word Processor II	15.37
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.28
05010 - Automotive Electrician	20.49
05040 - Automotive Glass Installer	19.39
05070 - Automotive Worker	19.39
05110 - Mobile Equipment Servicer	17.25
05130 - Motor Equipment Metal Mechanic	21.58
05160 - Motor Equipment Metal Worker	19.39
05190 - Motor Vehicle Mechanic	21.58
05220 - Motor Vehicle Mechanic Helper	16.09
05250 - Motor Vehicle Upholstery Worker	18.28
05280 - Motor Vehicle Wrecker	19.39
05310 - Painter, Automotive	20.49
05340 - Radiator Repair Specialist	19.39
05370 - Tire Repairer	13.59
05400 - Transmission Repair Specialist	21.58
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.12
07041 - Cook I	13.91
07042 - Cook II	15.69
07070 - Dishwasher	10.91
07130 - Food Service Worker	11.44
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	12.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.39
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	17.39
09090 - Furniture Refinisher Helper	14.32
09110 - Furniture Repairer, Minor	15.76
09130 - Upholsterer	17.39
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.50
11060 - Elevator Operator	11.50
11090 - Gardener	15.65
11122 - Housekeeping Aide	13.08
11150 - Janitor	13.80
11210 - Laborer, Grounds Maintenance	12.65
11240 - Maid or Houseman	11.25
11260 - Pruner	11.87
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.65

11360 - Window Cleaner	14.97
12000 - Health Occupations	
12010 - Ambulance Driver	19.58
12011 - Breath Alcohol Technician	20.64
12012 - Certified Occupational Therapist Assistant	26.36
12015 - Certified Physical Therapist Assistant	23.42
12020 - Dental Assistant	19.25
12025 - Dental Hygienist	41.38
12030 - EKG Technician	30.78
12035 - Electroneurodiagnostic Technologist	30.78
12040 - Emergency Medical Technician	19.58
12071 - Licensed Practical Nurse I	18.45
12072 - Licensed Practical Nurse II	20.64
12073 - Licensed Practical Nurse III	23.00
12100 - Medical Assistant	16.89
12130 - Medical Laboratory Technician	22.62
12160 - Medical Record Clerk	15.70
12190 - Medical Record Technician	17.55
12195 - Medical Transcriptionist	17.29
12210 - Nuclear Medicine Technologist	44.03
12221 - Nursing Assistant I	10.94
12222 - Nursing Assistant II	12.30
12223 - Nursing Assistant III	13.42
12224 - Nursing Assistant IV	15.07
12235 - Optical Dispenser	18.93
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	19.35
12280 - Phlebotomist	15.80
12305 - Radiologic Technologist	30.37
12311 - Registered Nurse I	23.90
12312 - Registered Nurse II	29.21
12313 - Registered Nurse II, Specialist	29.21
12314 - Registered Nurse III	35.35
12315 - Registered Nurse III, Anesthetist	35.35
12316 - Registered Nurse IV	42.35
12317 - Scheduler (Drug and Alcohol Testing)	25.20
12320 - Substance Abuse Treatment Counselor	17.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.68
13012 - Exhibits Specialist II	26.85
13013 - Exhibits Specialist III	32.85
13041 - Illustrator I	21.68
13042 - Illustrator II	26.85
13043 - Illustrator III	32.85
13047 - Librarian	29.74
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	26.85
13058 - Library Technician	18.60
13061 - Media Specialist I	19.38
13062 - Media Specialist II	21.68
13063 - Media Specialist III	24.16
13071 - Photographer I	15.82
13072 - Photographer II	17.70
13073 - Photographer III	21.88
13074 - Photographer IV	26.77
13075 - Photographer V	30.59
13090 - Technical Order Library Clerk	15.87
13110 - Video Teleconference Technician	18.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.06
14042 - Computer Operator II	19.08

14043 - Computer Operator III		21.54
14044 - Computer Operator IV		23.91
14045 - Computer Operator V		26.50
14071 - Computer Programmer I	(see 1)	22.26
14072 - Computer Programmer II	(see 1)	27.58
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.06
14160 - Personal Computer Support Technician		27.57
14170 - System Support Specialist		28.55
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.40
15020 - Aircrew Training Devices Instructor (Rated)		34.36
15030 - Air Crew Training Devices Instructor (Pilot)		37.80
15050 - Computer Based Training Specialist / Instructor		28.40
15060 - Educational Technologist		30.38
15070 - Flight Instructor (Pilot)		37.80
15080 - Graphic Artist		22.86
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		36.52
15086 - Maintenance Test Pilot, Rotary Wing		36.52
15088 - Non-Maintenance Test/Co-Pilot		36.52
15090 - Technical Instructor		23.89
15095 - Technical Instructor/Course Developer		29.24
15110 - Test Proctor		19.30
15120 - Tutor		19.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.73
16030 - Counter Attendant		11.73
16040 - Dry Cleaner		13.74
16070 - Finisher, Flatwork, Machine		11.73
16090 - Presser, Hand		11.73
16110 - Presser, Machine, Drycleaning		11.73
16130 - Presser, Machine, Shirts		11.73
16160 - Presser, Machine, Wearing Apparel, Laundry		11.73
16190 - Sewing Machine Operator		14.31
16220 - Tailor		14.88
16250 - Washer, Machine		12.33
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.06
19040 - Tool And Die Maker		25.55
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.22
21030 - Material Coordinator		21.85
21040 - Material Expediter		21.85
21050 - Material Handling Laborer		12.71
21071 - Order Filler		14.11
21080 - Production Line Worker (Food Processing)		17.22
21110 - Shipping Packer		16.48
21130 - Shipping/Receiving Clerk		16.48
21140 - Store Worker I		13.03
21150 - Stock Clerk		16.72
21210 - Tools And Parts Attendant		17.22
21410 - Warehouse Specialist		17.22
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.66
23019 - Aircraft Logs and Records Technician		23.10
23021 - Aircraft Mechanic I		27.27
23022 - Aircraft Mechanic II		28.66
23023 - Aircraft Mechanic III		30.04

23040 - Aircraft Mechanic Helper	20.33
23050 - Aircraft, Painter	25.66
23060 - Aircraft Servicer	23.10
23070 - Aircraft Survival Flight Equipment Technician	25.66
23080 - Aircraft Worker	24.50
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.50
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.27
23110 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	17.58
23125 - Cable Splicer	32.10
23130 - Carpenter, Maintenance	23.22
23140 - Carpet Layer	21.48
23160 - Electrician, Maintenance	25.81
23181 - Electronics Technician Maintenance I	23.57
23182 - Electronics Technician Maintenance II	24.91
23183 - Electronics Technician Maintenance III	26.24
23260 - Fabric Worker	20.26
23290 - Fire Alarm System Mechanic	21.16
23310 - Fire Extinguisher Repairer	19.04
23311 - Fuel Distribution System Mechanic	23.91
23312 - Fuel Distribution System Operator	19.04
23370 - General Maintenance Worker	17.69
23380 - Ground Support Equipment Mechanic	27.27
23381 - Ground Support Equipment Servicer	23.10
23382 - Ground Support Equipment Worker	24.50
23391 - Gunsmith I	19.04
23392 - Gunsmith II	21.48
23393 - Gunsmith III	23.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.26
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.40
23430 - Heavy Equipment Mechanic	25.98
23440 - Heavy Equipment Operator	23.64
23460 - Instrument Mechanic	23.91
23465 - Laboratory/Shelter Mechanic	22.70
23470 - Laborer	12.71
23510 - Locksmith	22.70
23530 - Machinery Maintenance Mechanic	23.03
23550 - Machinist, Maintenance	18.89
23580 - Maintenance Trades Helper	15.13
23591 - Metrology Technician I	23.91
23592 - Metrology Technician II	25.13
23593 - Metrology Technician III	26.34
23640 - Millwright	23.41
23710 - Office Appliance Repairer	20.66
23760 - Painter, Maintenance	17.99
23790 - Pipefitter, Maintenance	26.71
23810 - Plumber, Maintenance	25.36
23820 - Pneudraulic Systems Mechanic	23.91
23850 - Rigger	23.91
23870 - Scale Mechanic	21.48
23890 - Sheet-Metal Worker, Maintenance	22.46
23910 - Small Engine Mechanic	18.14
23931 - Telecommunications Mechanic I	27.55
23932 - Telecommunications Mechanic II	28.96
23950 - Telephone Lineman	21.13
23960 - Welder, Combination, Maintenance	18.33
23965 - Well Driller	20.08
23970 - Woodcraft Worker	23.91

23980 - Woodworker	19.04
24000 - Personal Needs Occupations	
24550 - Case Manager	13.71
24570 - Child Care Attendant	11.19
24580 - Child Care Center Clerk	13.95
24610 - Chore Aide	11.45
24620 - Family Readiness And Support Services Coordinator	13.71
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.73
25040 - Sewage Plant Operator	24.88
25070 - Stationary Engineer	29.73
25190 - Ventilation Equipment Tender	21.34
25210 - Water Treatment Plant Operator	24.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.23
27007 - Baggage Inspector	12.98
27008 - Corrections Officer	24.11
27010 - Court Security Officer	28.27
27030 - Detection Dog Handler	17.58
27040 - Detention Officer	24.11
27070 - Firefighter	24.21
27101 - Guard I	12.98
27102 - Guard II	15.98
27131 - Police Officer I	31.93
27132 - Police Officer II	35.48
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.13
28042 - Carnival Equipment Repairer	13.81
28043 - Carnival Worker	11.39
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.57
28515 - Recreation Specialist	20.10
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	17.25
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.00
29020 - Hatch Tender	25.00
29030 - Line Handler	24.77
29041 - Stevedore I	23.42
29042 - Stevedore II	26.63
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.81
30022 - Archeological Technician II	18.80
30023 - Archeological Technician III	23.29
30030 - Cartographic Technician	23.29
30040 - Civil Engineering Technician	27.85
30051 - Cryogenic Technician I	23.65
30052 - Cryogenic Technician II	26.12
30061 - Drafter/CAD Operator I	16.81
30062 - Drafter/CAD Operator II	18.80
30063 - Drafter/CAD Operator III	20.97
30064 - Drafter/CAD Operator IV	25.80
30081 - Engineering Technician I	15.16
30082 - Engineering Technician II	16.93
30083 - Engineering Technician III	19.01

30084 - Engineering Technician IV		23.58
30085 - Engineering Technician V		28.75
30086 - Engineering Technician VI		34.90
30090 - Environmental Technician		25.54
30095 - Evidence Control Specialist		21.36
30210 - Laboratory Technician		24.85
30221 - Latent Fingerprint Technician I		23.65
30222 - Latent Fingerprint Technician II		26.12
30240 - Mathematical Technician		23.29
30361 - Paralegal/Legal Assistant I		19.64
30362 - Paralegal/Legal Assistant II		24.33
30363 - Paralegal/Legal Assistant III		29.77
30364 - Paralegal/Legal Assistant IV		36.02
30375 - Petroleum Supply Specialist		26.12
30390 - Photo-Optics Technician		23.29
30395 - Radiation Control Technician		26.12
30461 - Technical Writer I		22.79
30462 - Technical Writer II		28.54
30463 - Technical Writer III		34.52
30491 - Unexploded Ordnance (UXO) Technician I		23.85
30492 - Unexploded Ordnance (UXO) Technician II		28.85
30493 - Unexploded Ordnance (UXO) Technician III		34.58
30494 - Unexploded (UXO) Safety Escort		23.85
30495 - Unexploded (UXO) Sweep Personnel		23.85
30501 - Weather Forecaster I		23.65
30502 - Weather Forecaster II		28.77
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.97
30621 - Weather Observer, Senior	(see 2)	23.29
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		28.85
31020 - Bus Aide		15.52
31030 - Bus Driver		20.58
31043 - Driver Courier		14.76
31260 - Parking and Lot Attendant		11.35
31290 - Shuttle Bus Driver		15.76
31310 - Taxi Driver		12.53
31361 - Truckdriver, Light		15.76
31362 - Truckdriver, Medium		17.52
31363 - Truckdriver, Heavy		20.29
31364 - Truckdriver, Tractor-Trailer		20.29
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.07
99030 - Cashier		11.32
99050 - Desk Clerk		10.98
99095 - Embalmer		23.85
99130 - Flight Follower		23.85
99251 - Laboratory Animal Caretaker I		12.47
99252 - Laboratory Animal Caretaker II		13.32
99260 - Marketing Analyst		26.62
99310 - Mortician		23.85
99410 - Pest Controller		20.54
99510 - Photofinishing Worker		13.38
99710 - Recycling Laborer		19.02
99711 - Recycling Specialist		20.13
99730 - Refuse Collector		17.55
99810 - Sales Clerk		13.51
99820 - School Crossing Guard		14.29
99830 - Survey Party Chief		27.70
99831 - Surveying Aide		15.48
99832 - Surveying Technician		21.18
99840 - Vending Machine Attendant		15.88

99841 - Vending Machine Repairer	18.25
99842 - Vending Machine Repairer Helper	15.88

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 per hour or $176.40 per week or $764.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer

industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by $4,800.00 from $13,185.00 to $17,985.00.

SUPPLIES OR SERVICES AND PRICES

CLIN 3001
The option status has changed from Option to Option Exercised.

SUBCLIN 300101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300101					$0.00
	Funding for CLIN 3001 FFP Contractor shall use this subCLIN to invoice against CLIN 3001 PURCHASE REQUEST NUMBER: F1X3SF7131AD01				
				NET AMT	$0.00
	ACRN AD CIN: 00000000000002563142				$4,800.00

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $4,800.00 from $13,185.00 to $17,985.00.

SUBCLIN 300101:
Funding on SUBCLIN 300101 is initiated as follows:

ACRN: AD

CIN: 00000000000002563142

Acctng Data: 5783400 308 18NC 374360 01 47203 28538F 387700 F87700

Increase: $4,800.00

Total: $4,800.00

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 300101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

(End of Summary of Changes)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION, LABORATORY DIVISION
AND
Washington State Patrol Marysville Crime Laboratory
FOR
PARTICIPATION IN THE
NATIONAL DNA INDEX SYSTEM (NDIS)

This Memorandum of Understanding (NDIS MOU), dated March 1, 2015, is made by and between the Federal Bureau of Investigation (hereinafter referred to as "FBI") and the Washington State Patrol Marysville Crime Laboratory (hereinafter referred to as "NDIS Participating Laboratory").

WHEREAS, the FBI sponsors the Combined DNA Index System (CODIS)[1] as part of a technical assistance program to State and Local forensic DNA laboratories which allow the forensic DNA laboratories to store and match DNA records from legally collected samples, offenders, crime scene evidence and missing persons.

WHEREAS, the FBI provides CODIS software, which includes database and networking capabilities, to qualifying State and Local forensic DNA laboratories performing DNA analysis, as well as training, installation, user support and software upgrades at no cost to the forensic laboratory.

WHEREAS, the Federal DNA Identification Act of 1994 (42 U.S.C. §14132 et seq.; hereinafter referred to as "Federal DNA Act") and amendments authorizes the Director of the FBI to establish a national index of specified DNA identification records.

WHEREAS, the NDIS Participating Laboratory will comply with all applicable requirements and procedures for participation in the SDIS.

WHEREAS, the NDIS Participating Laboratory recognizes that the State DNA Index System (SDIS) is the gatekeeper and central point of contact between the NDIS Participating Laboratory and NDIS.

[1] Combined DNA Index System is the generic term used to describe the FBI's program of support for criminal justice DNA databases as well as the software used to run these databases. The National DNA Index System or NDIS is considered the highest level of CODIS, e.g., the national level, containing the DNA profiles contributed by Federal, State, and Local participating forensic laboratories. The State DNA Index System (SDIS) allows laboratories within a state to exchange DNA profiles. DNA profiles that originate at the Local DNA Index System (LDIS), are uploaded to SDIS and then to NDIS.

WHEREAS, the NDIS Participating Laboratory may have DNA records to contribute to NDIS through the SDIS to permit other NDIS Participating Laboratories to search those records to generate investigative leads.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, it is agreed by and between the FBI and the NDIS Participating Laboratory as follows:

GENERAL TERMS & CONDITIONS

For the purposes of this MOU and operation of NDIS, the term NDIS Participating Laboratory shall be deemed to be a laboratory approved by the FBI for participation in NDIS that is responsible for complying with the Federal DNA Act, the NDIS Operational Procedures, and the terms of the NDIS MOU. The designated SDIS shall be the central point of contact for the NDIS Participating Laboratory's participation in, and access to, NDIS.

The FBI and the NDIS Participating Laboratory agree to abide by the terms and conditions specified in the NDIS MOU; the FBI Director's *Quality Assurance Standards for Forensic DNA Testing Laboratories* and *Quality Assurance Standards for DNA Databasing Laboratories* (hereinafter referred to as the FBI Director's *Quality Assurance Standards*) available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, and the NDIS Operational Procedures Manual available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, all of which are incorporated in and made a part of the NDIS MOU. The NDIS Participating Laboratory further agrees to participate in NDIS assessment reviews conducted by the FBI to verify compliance with Federal statutory requirements and the NDIS Operational Procedures Manual for participation in NDIS.

Pursuant to the Federal DNA Act, the NDIS Participating Laboratory shall only contribute DNA records to NDIS that have been generated by an accredited laboratory in accordance with the FBI Director's *Quality Assurance Standards* in effect at the time the DNA analysis is performed.

LICENSE TO USE CODIS SOFTWARE

Subject to the terms and conditions set forth below, the FBI hereby grants the NDIS Participating Laboratory a sublicense to use the CODIS software and modifications/enhancements thereto (hereinafter referred to as "CODIS software"). The CODIS software, for which the FBI has or will obtain an unrestricted license to use, shall remain the exclusive property of the FBI.

The NDIS Participating Laboratory shall maintain the FBI's recommended configurations for the CODIS application server and the minimum system requirements as documented in the CODIS Hardware and Software Recommendation Guide.

The NDIS Participating Laboratory personnel shall not use the CODIS software in any manner until specifically authorized to do so by the FBI. The NDIS Participating Laboratory shall not use the CODIS software in any manner not authorized by the FBI. Generally, participation in NDIS and maintenance of a Local DNA database in accordance with applicable State law shall be considered an authorized use of the CODIS software. The generation of DNA data and/or a DNA database for dissemination beyond the purposes authorized by the Federal DNA Act [42 U.S.C. 14132(b)(3)] shall be considered an unauthorized use of the CODIS software. Similarly, the generation of DNA data and/or a DNA database consisting of such DNA data for dissemination to individuals, entities, agencies or laboratories other than NDIS Participating Laboratories shall be considered an unauthorized use of the CODIS software.

The NDIS Participating Laboratory is not authorized to distribute or sublicense the CODIS software, and shall not copy the CODIS software for purposes of distribution or distribute the CODIS software to any person or agency outside the NDIS Participating Laboratory without the express written permission of the FBI. The NDIS Participating Laboratory shall not publish or publicly disclose information obtained from or included in the CODIS software and/or NDIS, including, but not limited to: CODIS Bulletins; screen shots of CODIS software; CODIS meeting, instructional and/or training materials without the prior written approval of the FBI.

The FBI may terminate this MOU immediately if the NDIS Participating Laboratory is found in violation of any of the provisions of the software sublicense. In the event this MOU is terminated, the NDIS Participating Laboratory shall remove the CODIS software from its system(s), including all on-line and backup storage media, within ten (10) business days of receipt of the termination notice, and shall immediately return the CODIS software and all accompanying materials provided to the FBI.

The NDIS Participating Laboratory will take reasonable precautions to prevent unauthorized persons from accessing the CODIS software. For purposes of the software sublicense, unauthorized persons shall mean persons who are **not** authorized CODIS users. In the event that the FBI determines that such reasonable precautions have not been taken, the sublicense to use the CODIS software will be canceled immediately and will not be restored unless and until the NDIS Participating Laboratory has established that sufficient security procedures have been implemented to protect the CODIS software from unauthorized access. The determination whether sufficient security procedures to protect the CODIS software have been implemented by the NDIS Participating Laboratory shall be in the sole discretion of the FBI. Upon written cancellation notification by the FBI that sufficient security procedures have not been implemented to the satisfaction of the FBI, within thirty (30) business days of receipt of the cancellation notice, the FBI may terminate this MOU immediately, and the NDIS Participating Laboratory shall return the CODIS software to the FBI as provided above.

DNA IDENTIFICATION ACT OF 1994, as amended

As required by the Federal DNA Identification Act of 1994, the NDIS Participating Laboratory shall only contribute DNA identification records and DNA analyses to NDIS which are:

1. Based on analyses performed by or on behalf of a criminal justice agency in accordance with publicly available standards that satisfy or exceed the guidelines for a quality assurance program for DNA analysis issued by the Director of the FBI under the Federal DNA Act.

2. Prepared by laboratories that --

   A. Not later than 2 years after the date of enactment of the DNA Sexual Assault Justice Act of 2004 [October 31, 2004], have been accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and
   B. Undergo external audits, not less than once every two years, that demonstrates compliance with standards established by the Director of the Federal Bureau of Investigation.

3. Maintained by Federal, State, and local criminal justice agencies (or the Secretary of Defense in accordance with 10 U.S.C. §1565) pursuant to rules that allow disclosure of stored DNA samples and DNA analyses only—

   a. To criminal justice agencies for law enforcement identification purposes;

   b. In judicial proceedings, if otherwise admissible pursuant to applicable statutes or rules;

   c. For criminal defense purposes, to a defendant, who shall have access to samples and analyses performed in connection with the case in which such defendant is charged; or

   d. If personally identifiable information is removed, to criminal justice agencies for a population statistics database, for forensic identification research and forensic protocol development purposes, or for quality control purposes.

Access to NDIS shall be canceled immediately and the NDIS MOU terminated in the event the NDIS Participating Laboratory does not comply with any of the above-referenced

requirements. In addition, the Federal DNA Act provides for imposition of a fine of up to $250,000 or imprisonment for not more than one year or both such fine and imprisonment, in the event that:

a. Any person who, by virtue of employment or official position, has possession of, or access to, individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency, and knowingly discloses such information in any manner to any person or agency not authorized to receive it; or

b. Any person, without authorization, knowingly obtains DNA samples or individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency.

ACCESS TO AND/OR RELEASE OF CODIS AND/OR DNA RECORDS

The NDIS Participating Laboratory acknowledges that information and data derived from the use of the CODIS software described herein or stored therein may identify U.S. persons, whose information is protected by the Privacy Act of 1974 (Privacy Act) and/or Executive Order 12,333 (or any successor Executive Order). All such information will be handled lawfully pursuant to the provisions of the Privacy Act and any other applicable Executive Orders.

The NDIS Participating Laboratory agrees to comply with the limited access and disclosure provisions of the Federal DNA Act. NDIS Participating Laboratories in states that have more expansive provisions in their State laws relating to access and disclosure of DNA analysis and/or records agree to abide by the more restrictive provisions in Federal law in order to participate in NDIS. NDIS will not accept DNA analyses from any NDIS Participating Laboratories that fail to comply with these restrictions. For example, whether or not a State disclosure provision allows such release, a request by a defendant (including defense counsel or third party) to access all of the DNA records contained in the State database or samples and analysis performed in relation to a case other than that of the requesting arrestee/convicted offender is not authorized or encompassed in the Federal DNA Act's provision that authorizes release of "samples and analyses performed in connection with the case in which such defendant is charged." (42 U.S.C. 14132(b)(3)(c). Similarly, the release of CODIS candidate match information that has not been confirmed (e.g. any data other than the confirmation match) is not authorized under the Federal DNA Act.

Additionally, the NDIS Participating Laboratory shall not provide access to or disclosure of DNA records that have been uploaded to NDIS to an entity or agency that is not a criminal justice agency nor authorized to access such DNA records under the Federal DNA Act. If the NDIS Participating Laboratory disseminates, provides, or releases DNA records that have

been uploaded to NDIS for purposes not authorized under the Federal DNA Act or to an entity or agency other than another NDIS Participating Laboratory or criminal justice agency, the NDIS Participating Laboratory shall notify its SDIS in order to have those DNA records removed from NDIS.

The NDIS Participating Laboratory will immediately report to their SDIS any instance in which data derived from the use of the CODIS software is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

LEGAL OBLIGATIONS

The NDIS MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

The NDIS MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to the NDIS MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

LIABILITY AND NOTIFICATION OF LEGAL ACTIONS

The NDIS Participating Laboratory shall be legally responsible for any demands, claims, actions, suits or proceedings brought by any third party against it that is a consequence of the conduct of the NDIS Participating Laboratory, including, but not limited to, any damages for false imprisonment or arrest.

The NDIS Participating Laboratory shall notify the FBI in writing within ten (10) business days after initial notification to the NDIS Participating Laboratory of any legal actions brought by a third party against the FBI or the NDIS Participating Laboratory involving CODIS or NDIS. Examples of such legal actions include, but are not limited to, discovery requests for CODIS source code or database design and discovery requests for any DNA records maintained in NDIS.

It shall be the responsibility of the Laboratory Director to notify the NDIS Custodian within five (5) business days in the event its CODIS Administrator is arrested in any state and/or charged with a criminal offense.

TERMINATION

In addition to the termination provisions set forth above, upon thirty (30) business days written notice, the FBI may terminate the NDIS MOU and require removal of the CODIS software from the computer equipment of an NDIS Participating Laboratory and/or return of that software and any accompanying materials if funds for the continued support of CODIS and/or NDIS are not appropriated by the United States Congress.

MODIFICATIONS TO MEMORANDUM

Modifications to this MOU shall only be effective if in writing and signed by both Parties. From time to time, however, it may be necessary to revise the FBI Director's *Quality Assurance Standards* and the NDIS Operational Procedures Manual to reflect changes in law, processes and/or technology with respect to CODIS or NDIS. In the event that a revision to any or all of the FBI Director's *Quality Assurance Standards* or the NDIS Operational Procedures Manual are made, the Parties agree that the FBI shall provide notice of such revisions and that thereafter such revision shall be incorporated in and made a part of the NDIS MOU without the need for both parties to re-execute the NDIS MOU.

EFFECTIVE DATE

The NDIS MOU shall become effective when signed by the Director of the Laboratory Division, FBI or designee, and the Laboratory Director of the NDIS Participating Laboratory having the authority to contract on behalf of the Laboratory.

FEDERAL BUREAU OF INVESTIGATION LABORATORY DIVISION		NDIS PARTICIPATING LABORATORY Washington State Patrol Marysville Crime Laboratory	
By:	SSA Christopher "Todd" Doss	By:	G. Curt Hattell
Title:	Director, FBI Laboratory	Title:	Deputy Chief
Signature:	Christopher Todd Doss	Signature:	G C Hattell
Date:	4-3-2015	Date:	3-18-15

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION, LABORATORY DIVISION
AND
Washington State Patrol Seattle (Casework) Crime Laboratory
FOR
PARTICIPATION IN THE
NATIONAL DNA INDEX SYSTEM (NDIS)

This Memorandum of Understanding (NDIS MOU), dated March 1, 2015, is made by and between the Federal Bureau of Investigation (hereinafter referred to as "FBI") and the Washington State Patrol Seattle (Casework) Crime Laboratory (hereinafter referred to as "NDIS Participating Laboratory").

WHEREAS, the FBI sponsors the Combined DNA Index System (CODIS)[1] as part of a technical assistance program to State and Local forensic DNA laboratories which allow the forensic DNA laboratories to store and match DNA records from legally collected samples, offenders, crime scene evidence and missing persons.

WHEREAS, the FBI provides CODIS software, which includes database and networking capabilities, to qualifying State and Local forensic DNA laboratories performing DNA analysis, as well as training, installation, user support and software upgrades at no cost to the forensic laboratory.

WHEREAS, the Federal DNA Identification Act of 1994 (42 U.S.C. §14132 et seq.; hereinafter referred to as "Federal DNA Act") and amendments authorizes the Director of the FBI to establish a national index of specified DNA identification records.

WHEREAS, the NDIS Participating Laboratory will comply with all applicable requirements and procedures for participation in the SDIS.

WHEREAS, the NDIS Participating Laboratory recognizes that the State DNA Index System (SDIS) is the gatekeeper and central point of contact between the NDIS Participating Laboratory and NDIS.

[1] Combined DNA Index System is the generic term used to describe the FBI's program of support for criminal justice DNA databases as well as the software used to run these databases. The National DNA Index System or NDIS is considered the highest level of CODIS, e.g., the national level, containing the DNA profiles contributed by Federal, State, and Local participating forensic laboratories. The State DNA Index System (SDIS) allows laboratories within a state to exchange DNA profiles. DNA profiles that originate at the Local DNA Index System (LDIS), are uploaded to SDIS and then to NDIS.

WHEREAS, the NDIS Participating Laboratory may have DNA records to contribute to NDIS through the SDIS to permit other NDIS Participating Laboratories to search those records to generate investigative leads.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, it is agreed by and between the FBI and the NDIS Participating Laboratory as follows:

GENERAL TERMS & CONDITIONS

For the purposes of this MOU and operation of NDIS, the term NDIS Participating Laboratory shall be deemed to be a laboratory approved by the FBI for participation in NDIS that is responsible for complying with the Federal DNA Act, the NDIS Operational Procedures, and the terms of the NDIS MOU. The designated SDIS shall be the central point of contact for the NDIS Participating Laboratory's participation in, and access to, NDIS.

The FBI and the NDIS Participating Laboratory agree to abide by the terms and conditions specified in the NDIS MOU; the FBI Director's *Quality Assurance Standards for Forensic DNA Testing Laboratories* and *Quality Assurance Standards for DNA Databasing Laboratories* (hereinafter referred to as the FBI Director's *Quality Assurance Standards*) available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, and the NDIS Operational Procedures Manual available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, all of which are incorporated in and made a part of the NDIS MOU. The NDIS Participating Laboratory further agrees to participate in NDIS assessment reviews conducted by the FBI to verify compliance with Federal statutory requirements and the NDIS Operational Procedures Manual for participation in NDIS.

Pursuant to the Federal DNA Act, the NDIS Participating Laboratory shall only contribute DNA records to NDIS that have been generated by an accredited laboratory in accordance with the FBI Director's *Quality Assurance Standards* in effect at the time the DNA analysis is performed.

LICENSE TO USE CODIS SOFTWARE

Subject to the terms and conditions set forth below, the FBI hereby grants the NDIS Participating Laboratory a sublicense to use the CODIS software and modifications/enhancements thereto (hereinafter referred to as "CODIS software"). The CODIS software, for which the FBI has or will obtain an unrestricted license to use, shall remain the exclusive property of the FBI.

The NDIS Participating Laboratory shall maintain the FBI's recommended configurations for the CODIS application server and the minimum system requirements as documented in the CODIS Hardware and Software Recommendation Guide.

The NDIS Participating Laboratory personnel shall not use the CODIS software in any manner until specifically authorized to do so by the FBI. The NDIS Participating Laboratory shall not use the CODIS software in any manner not authorized by the FBI. Generally, participation in NDIS and maintenance of a Local DNA database in accordance with applicable State law shall be considered an authorized use of the CODIS software. The generation of DNA data and/or a DNA database for dissemination beyond the purposes authorized by the Federal DNA Act [42 U.S.C. 14132(b)(3)] shall be considered an unauthorized use of the CODIS software. Similarly, the generation of DNA data and/or a DNA database consisting of such DNA data for dissemination to individuals, entities, agencies or laboratories other than NDIS Participating Laboratories shall be considered an unauthorized use of the CODIS software.

The NDIS Participating Laboratory is not authorized to distribute or sublicense the CODIS software, and shall not copy the CODIS software for purposes of distribution or distribute the CODIS software to any person or agency outside the NDIS Participating Laboratory without the express written permission of the FBI. The NDIS Participating Laboratory shall not publish or publicly disclose information obtained from or included in the CODIS software and/or NDIS, including, but not limited to: CODIS Bulletins; screen shots of CODIS software; CODIS meeting, instructional and/or training materials without the prior written approval of the FBI.

The FBI may terminate this MOU immediately if the NDIS Participating Laboratory is found in violation of any of the provisions of the software sublicense. In the event this MOU is terminated, the NDIS Participating Laboratory shall remove the CODIS software from its system(s), including all on-line and backup storage media, within ten (10) business days of receipt of the termination notice, and shall immediately return the CODIS software and all accompanying materials provided to the FBI.

The NDIS Participating Laboratory will take reasonable precautions to prevent unauthorized persons from accessing the CODIS software. For purposes of the software sublicense, unauthorized persons shall mean persons who are **not** authorized CODIS users. In the event that the FBI determines that such reasonable precautions have not been taken, the sublicense to use the CODIS software will be canceled immediately and will not be restored unless and until the NDIS Participating Laboratory has established that sufficient security procedures have been implemented to protect the CODIS software from unauthorized access. The determination whether sufficient security procedures to protect the CODIS software have been implemented by the NDIS Participating Laboratory shall be in the sole discretion of the FBI. Upon written cancellation notification by the FBI that sufficient security procedures have not been implemented to the satisfaction of the FBI, within thirty (30) business days of receipt of the cancellation notice, the FBI may terminate this MOU immediately, and the NDIS Participating Laboratory shall return the CODIS software to the FBI as provided above.

DNA IDENTIFICATION ACT OF 1994, as amended

As required by the Federal DNA Identification Act of 1994, the NDIS Participating Laboratory shall only contribute DNA identification records and DNA analyses to NDIS which are:

1. Based on analyses performed by or on behalf of a criminal justice agency in accordance with publicly available standards that satisfy or exceed the guidelines for a quality assurance program for DNA analysis issued by the Director of the FBI under the Federal DNA Act.

2. Prepared by laboratories that --

   A. Not later than 2 years after the date of enactment of the DNA Sexual Assault Justice Act of 2004 [October 31, 2004], have been accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and
   B. Undergo external audits, not less than once every two years, that demonstrates compliance with standards established by the Director of the Federal Bureau of Investigation.

3. Maintained by Federal, State, and local criminal justice agencies (or the Secretary of Defense in accordance with 10 U.S.C. §1565) pursuant to rules that allow disclosure of stored DNA samples and DNA analyses only—

   a. To criminal justice agencies for law enforcement identification purposes;

   b. In judicial proceedings, if otherwise admissible pursuant to applicable statutes or rules;

   c. For criminal defense purposes, to a defendant, who shall have access to samples and analyses performed in connection with the case in which such defendant is charged; or

   d. If personally identifiable information is removed, to criminal justice agencies for a population statistics database, for forensic identification research and forensic protocol development purposes, or for quality control purposes.

Access to NDIS shall be canceled immediately and the NDIS MOU terminated in the event the NDIS Participating Laboratory does not comply with any of the above-referenced

requirements. In addition, the Federal DNA Act provides for imposition of a fine of up to $250,000 or imprisonment for not more than one year or both such fine and imprisonment, in the event that:

a. Any person who, by virtue of employment or official position, has possession of, or access to, individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency, and knowingly discloses such information in any manner to any person or agency not authorized to receive it; or

b. Any person, without authorization, knowingly obtains DNA samples or individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency.

ACCESS TO AND/OR RELEASE OF CODIS AND/OR DNA RECORDS

The NDIS Participating Laboratory acknowledges that information and data derived from the use of the CODIS software described herein or stored therein may identify U.S. persons, whose information is protected by the Privacy Act of 1974 (Privacy Act) and/or Executive Order 12,333 (or any successor Executive Order). All such information will be handled lawfully pursuant to the provisions of the Privacy Act and any other applicable Executive Orders.

The NDIS Participating Laboratory agrees to comply with the limited access and disclosure provisions of the Federal DNA Act. NDIS Participating Laboratories in states that have more expansive provisions in their State laws relating to access and disclosure of DNA analysis and/or records agree to abide by the more restrictive provisions in Federal law in order to participate in NDIS. NDIS will not accept DNA analyses from any NDIS Participating Laboratories that fail to comply with these restrictions. For example, whether or not a State disclosure provision allows such release, a request by a defendant (including defense counsel or third party) to access all of the DNA records contained in the State database or samples and analysis performed in relation to a case other than that of the requesting arrestee/convicted offender is not authorized or encompassed in the Federal DNA Act's provision that authorizes release of "samples and analyses performed in connection with the case in which such defendant is charged." (42 U.S.C. 14132(b)(3)(c). Similarly, the release of CODIS candidate match information that has not been confirmed (e.g. any data other than the confirmation match) is not authorized under the Federal DNA Act.

Additionally, the NDIS Participating Laboratory shall not provide access to or disclosure of DNA records that have been uploaded to NDIS to an entity or agency that is not a criminal justice agency nor authorized to access such DNA records under the Federal DNA Act. If the NDIS Participating Laboratory disseminates, provides, or releases DNA records that have

been uploaded to NDIS for purposes not authorized under the Federal DNA Act or to an entity or agency other than another NDIS Participating Laboratory or criminal justice agency, the NDIS Participating Laboratory shall notify its SDIS in order to have those DNA records removed from NDIS.

The NDIS Participating Laboratory will immediately report to their SDIS any instance in which data derived from the use of the CODIS software is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

LEGAL OBLIGATIONS

The NDIS MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

The NDIS MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to the NDIS MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

LIABILITY AND NOTIFICATION OF LEGAL ACTIONS

The NDIS Participating Laboratory shall be legally responsible for any demands, claims, actions, suits or proceedings brought by any third party against it that is a consequence of the conduct of the NDIS Participating Laboratory, including, but not limited to, any damages for false imprisonment or arrest.

The NDIS Participating Laboratory shall notify the FBI in writing within ten (10) business days after initial notification to the NDIS Participating Laboratory of any legal actions brought by a third party against the FBI or the NDIS Participating Laboratory involving CODIS or NDIS. Examples of such legal actions include, but are not limited to, discovery requests for CODIS source code or database design and discovery requests for any DNA records maintained in NDIS.

It shall be the responsibility of the Laboratory Director to notify the NDIS Custodian within five (5) business days in the event its CODIS Administrator is arrested in any state and/or charged with a criminal offense.

TERMINATION

In addition to the termination provisions set forth above, upon thirty (30) business days written notice, the FBI may terminate the NDIS MOU and require removal of the CODIS software from the computer equipment of an NDIS Participating Laboratory and/or return of that software and any accompanying materials if funds for the continued support of CODIS and/or NDIS are not appropriated by the United States Congress.

MODIFICATIONS TO MEMORANDUM

Modifications to this MOU shall only be effective if in writing and signed by both Parties. From time to time, however, it may be necessary to revise the FBI Director's *Quality Assurance Standards* and the NDIS Operational Procedures Manual to reflect changes in law, processes and/or technology with respect to CODIS or NDIS. In the event that a revision to any or all of the FBI Director's *Quality Assurance Standards* or the NDIS Operational Procedures Manual are made, the Parties agree that the FBI shall provide notice of such revisions and that thereafter such revision shall be incorporated in and made a part of the NDIS MOU without the need for both parties to re-execute the NDIS MOU.

EFFECTIVE DATE

The NDIS MOU shall become effective when signed by the Director of the Laboratory Division, FBI or designee, and the Laboratory Director of the NDIS Participating Laboratory having the authority to contract on behalf of the Laboratory.

FEDERAL BUREAU OF INVESTIGATION LABORATORY DIVISION		NDIS PARTICIPATING LABORATORY Washington State Patrol Seattle (Casework) Crime Laboratory	
By:	SSA Christopher "Todd" Doss	By:	G. Curt Hattell
Title:	Director, FBI Laboratory	Title:	Deputy Chief
Signature:	Christopher Todd Doss	Signature:	G. Curt Hattell
Date:	4-3-2015	Date:	3-16-15

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION, LABORATORY DIVISION
AND
Washington State Patrol Spokane Crime Laboratory
FOR
PARTICIPATION IN THE
NATIONAL DNA INDEX SYSTEM (NDIS)

This Memorandum of Understanding (NDIS MOU), dated March 1, 2015, is made by and between the Federal Bureau of Investigation (hereinafter referred to as "FBI") and the Washington State Patrol Spokane Crime Laboratory (hereinafter referred to as "NDIS Participating Laboratory").

WHEREAS, the FBI sponsors the Combined DNA Index System (CODIS)[1] as part of a technical assistance program to State and Local forensic DNA laboratories which allow the forensic DNA laboratories to store and match DNA records from legally collected samples, offenders, crime scene evidence and missing persons.

WHEREAS, the FBI provides CODIS software, which includes database and networking capabilities, to qualifying State and Local forensic DNA laboratories performing DNA analysis, as well as training, installation, user support and software upgrades at no cost to the forensic laboratory.

WHEREAS, the Federal DNA Identification Act of 1994 (42 U.S.C. §14132 et seq.; hereinafter referred to as "Federal DNA Act") and amendments authorizes the Director of the FBI to establish a national index of specified DNA identification records.

WHEREAS, the NDIS Participating Laboratory will comply with all applicable requirements and procedures for participation in the SDIS.

WHEREAS, the NDIS Participating Laboratory recognizes that the State DNA Index System (SDIS) is the gatekeeper and central point of contact between the NDIS Participating Laboratory and NDIS.

[1] Combined DNA Index System is the generic term used to describe the FBI's program of support for criminal justice DNA databases as well as the software used to run these databases. The National DNA Index System or NDIS is considered the highest level of CODIS, e.g., the national level, containing the DNA profiles contributed by Federal, State, and Local participating forensic laboratories. The State DNA Index System (SDIS) allows laboratories within a state to exchange DNA profiles. DNA profiles that originate at the Local DNA Index System (LDIS), are uploaded to SDIS and then to NDIS.

WHEREAS, the NDIS Participating Laboratory may have DNA records to contribute to NDIS through the SDIS to permit other NDIS Participating Laboratories to search those records to generate investigative leads.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, it is agreed by and between the FBI and the NDIS Participating Laboratory as follows:

GENERAL TERMS & CONDITIONS

For the purposes of this MOU and operation of NDIS, the term NDIS Participating Laboratory shall be deemed to be a laboratory approved by the FBI for participation in NDIS that is responsible for complying with the Federal DNA Act, the NDIS Operational Procedures, and the terms of the NDIS MOU. The designated SDIS shall be the central point of contact for the NDIS Participating Laboratory's participation in, and access to, NDIS.

The FBI and the NDIS Participating Laboratory agree to abide by the terms and conditions specified in the NDIS MOU; the FBI Director's *Quality Assurance Standards for Forensic DNA Testing Laboratories* and *Quality Assurance Standards for DNA Databasing Laboratories* (hereinafter referred to as the FBI Director's *Quality Assurance Standards*) available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, and the NDIS Operational Procedures Manual available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, all of which are incorporated in and made a part of the NDIS MOU. The NDIS Participating Laboratory further agrees to participate in NDIS assessment reviews conducted by the FBI to verify compliance with Federal statutory requirements and the NDIS Operational Procedures Manual for participation in NDIS.

Pursuant to the Federal DNA Act, the NDIS Participating Laboratory shall only contribute DNA records to NDIS that have been generated by an accredited laboratory in accordance with the FBI Director's *Quality Assurance Standards* in effect at the time the DNA analysis is performed.

LICENSE TO USE CODIS SOFTWARE

Subject to the terms and conditions set forth below, the FBI hereby grants the NDIS Participating Laboratory a sublicense to use the CODIS software and modifications/enhancements thereto (hereinafter referred to as "CODIS software"). The CODIS software, for which the FBI has or will obtain an unrestricted license to use, shall remain the exclusive property of the FBI.

The NDIS Participating Laboratory shall maintain the FBI's recommended configurations for the CODIS application server and the minimum system requirements as documented in the CODIS Hardware and Software Recommendation Guide.

The NDIS Participating Laboratory personnel shall not use the CODIS software in any manner until specifically authorized to do so by the FBI. The NDIS Participating Laboratory shall not use the CODIS software in any manner not authorized by the FBI. Generally, participation in NDIS and maintenance of a Local DNA database in accordance with applicable State law shall be considered an authorized use of the CODIS software. The generation of DNA data and/or a DNA database for dissemination beyond the purposes authorized by the Federal DNA Act [42 U.S.C. 14132(b)(3)] shall be considered an unauthorized use of the CODIS software. Similarly, the generation of DNA data and/or a DNA database consisting of such DNA data for dissemination to individuals, entities, agencies or laboratories other than NDIS Participating Laboratories shall be considered an unauthorized use of the CODIS software.

The NDIS Participating Laboratory is not authorized to distribute or sublicense the CODIS software, and shall not copy the CODIS software for purposes of distribution or distribute the CODIS software to any person or agency outside the NDIS Participating Laboratory without the express written permission of the FBI. The NDIS Participating Laboratory shall not publish or publicly disclose information obtained from or included in the CODIS software and/or NDIS, including, but not limited to: CODIS Bulletins; screen shots of CODIS software; CODIS meeting, instructional and/or training materials without the prior written approval of the FBI.

The FBI may terminate this MOU immediately if the NDIS Participating Laboratory is found in violation of any of the provisions of the software sublicense. In the event this MOU is terminated, the NDIS Participating Laboratory shall remove the CODIS software from its system(s), including all on-line and backup storage media, within ten (10) business days of receipt of the termination notice, and shall immediately return the CODIS software and all accompanying materials provided to the FBI.

The NDIS Participating Laboratory will take reasonable precautions to prevent unauthorized persons from accessing the CODIS software. For purposes of the software sublicense, unauthorized persons shall mean persons who are **not** authorized CODIS users. In the event that the FBI determines that such reasonable precautions have not been taken, the sublicense to use the CODIS software will be canceled immediately and will not be restored unless and until the NDIS Participating Laboratory has established that sufficient security procedures have been implemented to protect the CODIS software from unauthorized access. The determination whether sufficient security procedures to protect the CODIS software have been implemented by the NDIS Participating Laboratory shall be in the sole discretion of the FBI. Upon written cancellation notification by the FBI that sufficient security procedures have not been implemented to the satisfaction of the FBI, within thirty (30) business days of receipt of the cancellation notice, the FBI may terminate this MOU immediately, and the NDIS Participating Laboratory shall return the CODIS software to the FBI as provided above.

DNA IDENTIFICATION ACT OF 1994, as amended

As required by the Federal DNA Identification Act of 1994, the NDIS Participating Laboratory shall only contribute DNA identification records and DNA analyses to NDIS which are:

1. Based on analyses performed by or on behalf of a criminal justice agency in accordance with publicly available standards that satisfy or exceed the guidelines for a quality assurance program for DNA analysis issued by the Director of the FBI under the Federal DNA Act.

2. Prepared by laboratories that --

   A. Not later than 2 years after the date of enactment of the DNA Sexual Assault Justice Act of 2004 [October 31, 2004], have been accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and
   B. Undergo external audits, not less than once every two years, that demonstrates compliance with standards established by the Director of the Federal Bureau of Investigation.

3. Maintained by Federal, State, and local criminal justice agencies (or the Secretary of Defense in accordance with 10 U.S.C. §1565) pursuant to rules that allow disclosure of stored DNA samples and DNA analyses only—

   a. To criminal justice agencies for law enforcement identification purposes;

   b. In judicial proceedings, if otherwise admissible pursuant to applicable statutes or rules;

   c. For criminal defense purposes, to a defendant, who shall have access to samples and analyses performed in connection with the case in which such defendant is charged; or

   d. If personally identifiable information is removed, to criminal justice agencies for a population statistics database, for forensic identification research and forensic protocol development purposes, or for quality control purposes.

Access to NDIS shall be canceled immediately and the NDIS MOU terminated in the event the NDIS Participating Laboratory does not comply with any of the above-referenced

requirements. In addition, the Federal DNA Act provides for imposition of a fine of up to $250,000 or imprisonment for not more than one year or both such fine and imprisonment, in the event that:

a. Any person who, by virtue of employment or official position, has possession of, or access to, individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency, and knowingly discloses such information in any manner to any person or agency not authorized to receive it; or

b. Any person, without authorization, knowingly obtains DNA samples or individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency.

ACCESS TO AND/OR RELEASE OF CODIS AND/OR DNA RECORDS

The NDIS Participating Laboratory acknowledges that information and data derived from the use of the CODIS software described herein or stored therein may identify U.S. persons, whose information is protected by the Privacy Act of 1974 (Privacy Act) and/or Executive Order 12,333 (or any successor Executive Order). All such information will be handled lawfully pursuant to the provisions of the Privacy Act and any other applicable Executive Orders.

The NDIS Participating Laboratory agrees to comply with the limited access and disclosure provisions of the Federal DNA Act. NDIS Participating Laboratories in states that have more expansive provisions in their State laws relating to access and disclosure of DNA analysis and/or records agree to abide by the more restrictive provisions in Federal law in order to participate in NDIS. NDIS will not accept DNA analyses from any NDIS Participating Laboratories that fail to comply with these restrictions. For example, whether or not a State disclosure provision allows such release, a request by a defendant (including defense counsel or third party) to access all of the DNA records contained in the State database or samples and analysis performed in relation to a case other than that of the requesting arrestee/convicted offender is not authorized or encompassed in the Federal DNA Act's provision that authorizes release of "samples and analyses performed in connection with the case in which such defendant is charged." (42 U.S.C. 14132(b)(3)(c). Similarly, the release of CODIS candidate match information that has not been confirmed (e.g. any data other than the confirmation match) is not authorized under the Federal DNA Act.

Additionally, the NDIS Participating Laboratory shall not provide access to or disclosure of DNA records that have been uploaded to NDIS to an entity or agency that is not a criminal justice agency nor authorized to access such DNA records under the Federal DNA Act. If the NDIS Participating Laboratory disseminates, provides, or releases DNA records that have

been uploaded to NDIS for purposes not authorized under the Federal DNA Act or to an entity or agency other than another NDIS Participating Laboratory or criminal justice agency, the NDIS Participating Laboratory shall notify its SDIS in order to have those DNA records removed from NDIS.

The NDIS Participating Laboratory will immediately report to their SDIS any instance in which data derived from the use of the CODIS software is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

LEGAL OBLIGATIONS

The NDIS MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

The NDIS MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to the NDIS MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

LIABILITY AND NOTIFICATION OF LEGAL ACTIONS

The NDIS Participating Laboratory shall be legally responsible for any demands, claims, actions, suits or proceedings brought by any third party against it that is a consequence of the conduct of the NDIS Participating Laboratory, including, but not limited to, any damages for false imprisonment or arrest.

The NDIS Participating Laboratory shall notify the FBI in writing within ten (10) business days after initial notification to the NDIS Participating Laboratory of any legal actions brought by a third party against the FBI or the NDIS Participating Laboratory involving CODIS or NDIS. Examples of such legal actions include, but are not limited to, discovery requests for CODIS source code or database design and discovery requests for any DNA records maintained in NDIS.

It shall be the responsibility of the Laboratory Director to notify the NDIS Custodian within five (5) business days in the event its CODIS Administrator is arrested in any state and/or charged with a criminal offense.

TERMINATION

In addition to the termination provisions set forth above, upon thirty (30) business days written notice, the FBI may terminate the NDIS MOU and require removal of the CODIS software from the computer equipment of an NDIS Participating Laboratory and/or return of that software and any accompanying materials if funds for the continued support of CODIS and/or NDIS are not appropriated by the United States Congress.

MODIFICATIONS TO MEMORANDUM

Modifications to this MOU shall only be effective if in writing and signed by both Parties. From time to time, however, it may be necessary to revise the FBI Director's *Quality Assurance Standards* and the NDIS Operational Procedures Manual to reflect changes in law, processes and/or technology with respect to CODIS or NDIS. In the event that a revision to any or all of the FBI Director's *Quality Assurance Standards* or the NDIS Operational Procedures Manual are made, the Parties agree that the FBI shall provide notice of such revisions and that thereafter such revision shall be incorporated in and made a part of the NDIS MOU without the need for both parties to re-execute the NDIS MOU.

EFFECTIVE DATE

The NDIS MOU shall become effective when signed by the Director of the Laboratory Division, FBI or designee, and the Laboratory Director of the NDIS Participating Laboratory having the authority to contract on behalf of the Laboratory.

FEDERAL BUREAU OF INVESTIGATION LABORATORY DIVISION		NDIS PARTICIPATING LABORATORY Washington State Patrol Spokane Crime Laboratory	
By:	SSA Christopher "Todd" Doss	By:	G. Curt Hattell
Title:	Director, FBI Laboratory	Title:	Deputy Chief
Signature:	Christopher Todd Doss	Signature:	G. C. Hattell
Date:	4-3-2015	Date:	3-18-15

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION, LABORATORY DIVISION
AND
Washington State Patrol Tacoma Crime Laboratory
FOR
PARTICIPATION IN THE
NATIONAL DNA INDEX SYSTEM (NDIS)

This Memorandum of Understanding (NDIS MOU), dated March 1, 2015, is made by and between the Federal Bureau of Investigation (hereinafter referred to as "FBI") and the Washington State Patrol Tacoma Crime Laboratory (hereinafter referred to as "NDIS Participating Laboratory").

WHEREAS, the FBI sponsors the Combined DNA Index System (CODIS)[1] as part of a technical assistance program to State and Local forensic DNA laboratories which allow the forensic DNA laboratories to store and match DNA records from legally collected samples, offenders, crime scene evidence and missing persons.

WHEREAS, the FBI provides CODIS software, which includes database and networking capabilities, to qualifying State and Local forensic DNA laboratories performing DNA analysis, as well as training, installation, user support and software upgrades at no cost to the forensic laboratory.

WHEREAS, the Federal DNA Identification Act of 1994 (42 U.S.C. §14132 et seq.; hereinafter referred to as "Federal DNA Act") and amendments authorizes the Director of the FBI to establish a national index of specified DNA identification records.

WHEREAS, the NDIS Participating Laboratory will comply with all applicable requirements and procedures for participation in the SDIS.

WHEREAS, the NDIS Participating Laboratory recognizes that the State DNA Index System (SDIS) is the gatekeeper and central point of contact between the NDIS Participating Laboratory and NDIS.

[1] Combined DNA Index System is the generic term used to describe the FBI's program of support for criminal justice DNA databases as well as the software used to run these databases. The National DNA Index System or NDIS is considered the highest level of CODIS, e.g., the national level, containing the DNA profiles contributed by Federal, State, and Local participating forensic laboratories. The State DNA Index System (SDIS) allows laboratories within a state to exchange DNA profiles. DNA profiles that originate at the Local DNA Index System (LDIS), are uploaded to SDIS and then to NDIS.

WHEREAS, the NDIS Participating Laboratory may have DNA records to contribute to NDIS through the SDIS to permit other NDIS Participating Laboratories to search those records to generate investigative leads.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, it is agreed by and between the FBI and the NDIS Participating Laboratory as follows:

GENERAL TERMS & CONDITIONS

For the purposes of this MOU and operation of NDIS, the term NDIS Participating Laboratory shall be deemed to be a laboratory approved by the FBI for participation in NDIS that is responsible for complying with the Federal DNA Act, the NDIS Operational Procedures, and the terms of the NDIS MOU. The designated SDIS shall be the central point of contact for the NDIS Participating Laboratory's participation in, and access to, NDIS.

The FBI and the NDIS Participating Laboratory agree to abide by the terms and conditions specified in the NDIS MOU; the FBI Director's *Quality Assurance Standards for Forensic DNA Testing Laboratories* and *Quality Assurance Standards for DNA Databasing Laboratories* (hereinafter referred to as the FBI Director's *Quality Assurance Standards*) available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, and the NDIS Operational Procedures Manual available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, all of which are incorporated in and made a part of the NDIS MOU. The NDIS Participating Laboratory further agrees to participate in NDIS assessment reviews conducted by the FBI to verify compliance with Federal statutory requirements and the NDIS Operational Procedures Manual for participation in NDIS.

Pursuant to the Federal DNA Act, the NDIS Participating Laboratory shall only contribute DNA records to NDIS that have been generated by an accredited laboratory in accordance with the FBI Director's *Quality Assurance Standards* in effect at the time the DNA analysis is performed.

LICENSE TO USE CODIS SOFTWARE

Subject to the terms and conditions set forth below, the FBI hereby grants the NDIS Participating Laboratory a sublicense to use the CODIS software and modifications/enhancements thereto (hereinafter referred to as "CODIS software"). The CODIS software, for which the FBI has or will obtain an unrestricted license to use, shall remain the exclusive property of the FBI.

The NDIS Participating Laboratory shall maintain the FBI's recommended configurations for the CODIS application server and the minimum system requirements as documented in the CODIS Hardware and Software Recommendation Guide.

The NDIS Participating Laboratory personnel shall not use the CODIS software in any manner until specifically authorized to do so by the FBI. The NDIS Participating Laboratory shall not use the CODIS software in any manner not authorized by the FBI. Generally, participation in NDIS and maintenance of a Local DNA database in accordance with applicable State law shall be considered an authorized use of the CODIS software. The generation of DNA data and/or a DNA database for dissemination beyond the purposes authorized by the Federal DNA Act [42 U.S.C. 14132(b)(3)] shall be considered an unauthorized use of the CODIS software. Similarly, the generation of DNA data and/or a DNA database consisting of such DNA data for dissemination to individuals, entities, agencies or laboratories other than NDIS Participating Laboratories shall be considered an unauthorized use of the CODIS software.

The NDIS Participating Laboratory is not authorized to distribute or sublicense the CODIS software, and shall not copy the CODIS software for purposes of distribution or distribute the CODIS software to any person or agency outside the NDIS Participating Laboratory without the express written permission of the FBI. The NDIS Participating Laboratory shall not publish or publicly disclose information obtained from or included in the CODIS software and/or NDIS, including, but not limited to: CODIS Bulletins; screen shots of CODIS software; CODIS meeting, instructional and/or training materials without the prior written approval of the FBI.

The FBI may terminate this MOU immediately if the NDIS Participating Laboratory is found in violation of any of the provisions of the software sublicense. In the event this MOU is terminated, the NDIS Participating Laboratory shall remove the CODIS software from its system(s), including all on-line and backup storage media, within ten (10) business days of receipt of the termination notice, and shall immediately return the CODIS software and all accompanying materials provided to the FBI.

The NDIS Participating Laboratory will take reasonable precautions to prevent unauthorized persons from accessing the CODIS software. For purposes of the software sublicense, unauthorized persons shall mean persons who are **not** authorized CODIS users. In the event that the FBI determines that such reasonable precautions have not been taken, the sublicense to use the CODIS software will be canceled immediately and will not be restored unless and until the NDIS Participating Laboratory has established that sufficient security procedures have been implemented to protect the CODIS software from unauthorized access. The determination whether sufficient security procedures to protect the CODIS software have been implemented by the NDIS Participating Laboratory shall be in the sole discretion of the FBI. Upon written cancellation notification by the FBI that sufficient security procedures have not been implemented to the satisfaction of the FBI, within thirty (30) business days of receipt of the cancellation notice, the FBI may terminate this MOU immediately, and the NDIS Participating Laboratory shall return the CODIS software to the FBI as provided above.

DNA IDENTIFICATION ACT OF 1994, as amended

As required by the Federal DNA Identification Act of 1994, the NDIS Participating Laboratory shall only contribute DNA identification records and DNA analyses to NDIS which are:

1. Based on analyses performed by or on behalf of a criminal justice agency in accordance with publicly available standards that satisfy or exceed the guidelines for a quality assurance program for DNA analysis issued by the Director of the FBI under the Federal DNA Act.

2. Prepared by laboratories that --

   A. Not later than 2 years after the date of enactment of the DNA Sexual Assault Justice Act of 2004 [October 31, 2004], have been accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and
   B. Undergo external audits, not less than once every two years, that demonstrates compliance with standards established by the Director of the Federal Bureau of Investigation.

3. Maintained by Federal, State, and local criminal justice agencies (or the Secretary of Defense in accordance with 10 U.S.C. §1565) pursuant to rules that allow disclosure of stored DNA samples and DNA analyses only—

   a. To criminal justice agencies for law enforcement identification purposes;

   b. In judicial proceedings, if otherwise admissible pursuant to applicable statutes or rules;

   c. For criminal defense purposes, to a defendant, who shall have access to samples and analyses performed in connection with the case in which such defendant is charged; or

   d. If personally identifiable information is removed, to criminal justice agencies for a population statistics database, for forensic identification research and forensic protocol development purposes, or for quality control purposes.

Access to NDIS shall be canceled immediately and the NDIS MOU terminated in the event the NDIS Participating Laboratory does not comply with any of the above-referenced

requirements. In addition, the Federal DNA Act provides for imposition of a fine of up to $250,000 or imprisonment for not more than one year or both such fine and imprisonment, in the event that:

a. Any person who, by virtue of employment or official position, has possession of, or access to, individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency, and knowingly discloses such information in any manner to any person or agency not authorized to receive it; or

b. Any person, without authorization, knowingly obtains DNA samples or individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency.

ACCESS TO AND/OR RELEASE OF CODIS AND/OR DNA RECORDS

The NDIS Participating Laboratory acknowledges that information and data derived from the use of the CODIS software described herein or stored therein may identify U.S. persons, whose information is protected by the Privacy Act of 1974 (Privacy Act) and/or Executive Order 12,333 (or any successor Executive Order). All such information will be handled lawfully pursuant to the provisions of the Privacy Act and any other applicable Executive Orders.

The NDIS Participating Laboratory agrees to comply with the limited access and disclosure provisions of the Federal DNA Act. NDIS Participating Laboratories in states that have more expansive provisions in their State laws relating to access and disclosure of DNA analysis and/or records agree to abide by the more restrictive provisions in Federal law in order to participate in NDIS. NDIS will not accept DNA analyses from any NDIS Participating Laboratories that fail to comply with these restrictions. For example, whether or not a State disclosure provision allows such release, a request by a defendant (including defense counsel or third party) to access all of the DNA records contained in the State database or samples and analysis performed in relation to a case other than that of the requesting arrestee/convicted offender is not authorized or encompassed in the Federal DNA Act's provision that authorizes release of "samples and analyses performed in connection with the case in which such defendant is charged." (42 U.S.C. 14132(b)(3)(c). Similarly, the release of CODIS candidate match information that has not been confirmed (e.g. any data other than the confirmation match) is not authorized under the Federal DNA Act.

Additionally, the NDIS Participating Laboratory shall not provide access to or disclosure of DNA records that have been uploaded to NDIS to an entity or agency that is not a criminal justice agency nor authorized to access such DNA records under the Federal DNA Act. If the NDIS Participating Laboratory disseminates, provides, or releases DNA records that have

been uploaded to NDIS for purposes not authorized under the Federal DNA Act or to an entity or agency other than another NDIS Participating Laboratory or criminal justice agency, the NDIS Participating Laboratory shall notify its SDIS in order to have those DNA records removed from NDIS.

The NDIS Participating Laboratory will immediately report to their SDIS any instance in which data derived from the use of the CODIS software is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

LEGAL OBLIGATIONS

The NDIS MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

The NDIS MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to the NDIS MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

LIABILITY AND NOTIFICATION OF LEGAL ACTIONS

The NDIS Participating Laboratory shall be legally responsible for any demands, claims, actions, suits or proceedings brought by any third party against it that is a consequence of the conduct of the NDIS Participating Laboratory, including, but not limited to, any damages for false imprisonment or arrest.

The NDIS Participating Laboratory shall notify the FBI in writing within ten (10) business days after initial notification to the NDIS Participating Laboratory of any legal actions brought by a third party against the FBI or the NDIS Participating Laboratory involving CODIS or NDIS. Examples of such legal actions include, but are not limited to, discovery requests for CODIS source code or database design and discovery requests for any DNA records maintained in NDIS.

It shall be the responsibility of the Laboratory Director to notify the NDIS Custodian within five (5) business days in the event its CODIS Administrator is arrested in any state and/or charged with a criminal offense.

TERMINATION

In addition to the termination provisions set forth above, upon thirty (30) business days written notice, the FBI may terminate the NDIS MOU and require removal of the CODIS software from the computer equipment of an NDIS Participating Laboratory and/or return of that software and any accompanying materials if funds for the continued support of CODIS and/or NDIS are not appropriated by the United States Congress.

MODIFICATIONS TO MEMORANDUM

Modifications to this MOU shall only be effective if in writing and signed by both Parties. From time to time, however, it may be necessary to revise the FBI Director's *Quality Assurance Standards* and the NDIS Operational Procedures Manual to reflect changes in law, processes and/or technology with respect to CODIS or NDIS. In the event that a revision to any or all of the FBI Director's *Quality Assurance Standards* or the NDIS Operational Procedures Manual are made, the Parties agree that the FBI shall provide notice of such revisions and that thereafter such revision shall be incorporated in and made a part of the NDIS MOU without the need for both parties to re-execute the NDIS MOU.

EFFECTIVE DATE

The NDIS MOU shall become effective when signed by the Director of the Laboratory Division, FBI or designee, and the Laboratory Director of the NDIS Participating Laboratory having the authority to contract on behalf of the Laboratory.

FEDERAL BUREAU OF INVESTIGATION LABORATORY DIVISION		NDIS PARTICIPATING LABORATORY Washington State Patrol Tacoma Crime Laboratory	
By:	SSA Christopher "Todd" Doss	By:	G. Curt Hattell
Title:	Director, FBI Laboratory	Title:	Deputy Chief
Signature:	Christopher Todd Doss	Signature:	G C Hattell
Date:	4-3-2015	Date:	3-18-15

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION, LABORATORY DIVISION
AND
Washington State Patrol Vancouver Crime Laboratory
FOR
PARTICIPATION IN THE
NATIONAL DNA INDEX SYSTEM (NDIS)

This Memorandum of Understanding (NDIS MOU), dated March 1, 2015, is made by and between the Federal Bureau of Investigation (hereinafter referred to as "FBI") and the Washington State Patrol Vancouver Crime Laboratory (hereinafter referred to as "NDIS Participating Laboratory").

WHEREAS, the FBI sponsors the Combined DNA Index System (CODIS)[1] as part of a technical assistance program to State and Local forensic DNA laboratories which allow the forensic DNA laboratories to store and match DNA records from legally collected samples, offenders, crime scene evidence and missing persons.

WHEREAS, the FBI provides CODIS software, which includes database and networking capabilities, to qualifying State and Local forensic DNA laboratories performing DNA analysis, as well as training, installation, user support and software upgrades at no cost to the forensic laboratory.

WHEREAS, the Federal DNA Identification Act of 1994 (42 U.S.C. §14132 et seq.; hereinafter referred to as "Federal DNA Act") and amendments authorizes the Director of the FBI to establish a national index of specified DNA identification records.

WHEREAS, the NDIS Participating Laboratory will comply with all applicable requirements and procedures for participation in the SDIS.

WHEREAS, the NDIS Participating Laboratory recognizes that the State DNA Index System (SDIS) is the gatekeeper and central point of contact between the NDIS Participating Laboratory and NDIS.

[1] Combined DNA Index System is the generic term used to describe the FBI's program of support for criminal justice DNA databases as well as the software used to run these databases. The National DNA Index System or NDIS is considered the highest level of CODIS, e.g., the national level, containing the DNA profiles contributed by Federal, State, and Local participating forensic laboratories. The State DNA Index System (SDIS) allows laboratories within a state to exchange DNA profiles. DNA profiles that originate at the Local DNA Index System (LDIS), are uploaded to SDIS and then to NDIS.

WHEREAS, the NDIS Participating Laboratory may have DNA records to contribute to NDIS through the SDIS to permit other NDIS Participating Laboratories to search those records to generate investigative leads.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, it is agreed by and between the FBI and the NDIS Participating Laboratory as follows:

GENERAL TERMS & CONDITIONS

For the purposes of this MOU and operation of NDIS, the term NDIS Participating Laboratory shall be deemed to be a laboratory approved by the FBI for participation in NDIS that is responsible for complying with the Federal DNA Act, the NDIS Operational Procedures, and the terms of the NDIS MOU. The designated SDIS shall be the central point of contact for the NDIS Participating Laboratory's participation in, and access to, NDIS.

The FBI and the NDIS Participating Laboratory agree to abide by the terms and conditions specified in the NDIS MOU; the FBI Director's *Quality Assurance Standards for Forensic DNA Testing Laboratories* and *Quality Assurance Standards for DNA Databasing Laboratories* (hereinafter referred to as the FBI Director's *Quality Assurance Standards*) available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, and the NDIS Operational Procedures Manual available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, all of which are incorporated in and made a part of the NDIS MOU. The NDIS Participating Laboratory further agrees to participate in NDIS assessment reviews conducted by the FBI to verify compliance with Federal statutory requirements and the NDIS Operational Procedures Manual for participation in NDIS.

Pursuant to the Federal DNA Act, the NDIS Participating Laboratory shall only contribute DNA records to NDIS that have been generated by an accredited laboratory in accordance with the FBI Director's *Quality Assurance Standards* in effect at the time the DNA analysis is performed.

LICENSE TO USE CODIS SOFTWARE

Subject to the terms and conditions set forth below, the FBI hereby grants the NDIS Participating Laboratory a sublicense to use the CODIS software and modifications/enhancements thereto (hereinafter referred to as "CODIS software"). The CODIS software, for which the FBI has or will obtain an unrestricted license to use, shall remain the exclusive property of the FBI.

The NDIS Participating Laboratory shall maintain the FBI's recommended configurations for the CODIS application server and the minimum system requirements as documented in the CODIS Hardware and Software Recommendation Guide.

The NDIS Participating Laboratory personnel shall not use the CODIS software in any manner until specifically authorized to do so by the FBI. The NDIS Participating Laboratory shall not use the CODIS software in any manner not authorized by the FBI. Generally, participation in NDIS and maintenance of a Local DNA database in accordance with applicable State law shall be considered an authorized use of the CODIS software. The generation of DNA data and/or a DNA database for dissemination beyond the purposes authorized by the Federal DNA Act [42 U.S.C. 14132(b)(3)] shall be considered an unauthorized use of the CODIS software. Similarly, the generation of DNA data and/or a DNA database consisting of such DNA data for dissemination to individuals, entities, agencies or laboratories other than NDIS Participating Laboratories shall be considered an unauthorized use of the CODIS software.

The NDIS Participating Laboratory is not authorized to distribute or sublicense the CODIS software, and shall not copy the CODIS software for purposes of distribution or distribute the CODIS software to any person or agency outside the NDIS Participating Laboratory without the express written permission of the FBI. The NDIS Participating Laboratory shall not publish or publicly disclose information obtained from or included in the CODIS software and/or NDIS, including, but not limited to: CODIS Bulletins; screen shots of CODIS software; CODIS meeting, instructional and/or training materials without the prior written approval of the FBI.

The FBI may terminate this MOU immediately if the NDIS Participating Laboratory is found in violation of any of the provisions of the software sublicense. In the event this MOU is terminated, the NDIS Participating Laboratory shall remove the CODIS software from its system(s), including all on-line and backup storage media, within ten (10) business days of receipt of the termination notice, and shall immediately return the CODIS software and all accompanying materials provided to the FBI.

The NDIS Participating Laboratory will take reasonable precautions to prevent unauthorized persons from accessing the CODIS software. For purposes of the software sublicense, unauthorized persons shall mean persons who are **not** authorized CODIS users. In the event that the FBI determines that such reasonable precautions have not been taken, the sublicense to use the CODIS software will be canceled immediately and will not be restored unless and until the NDIS Participating Laboratory has established that sufficient security procedures have been implemented to protect the CODIS software from unauthorized access. The determination whether sufficient security procedures to protect the CODIS software have been implemented by the NDIS Participating Laboratory shall be in the sole discretion of the FBI. Upon written cancellation notification by the FBI that sufficient security procedures have not been implemented to the satisfaction of the FBI, within thirty (30) business days of receipt of the cancellation notice, the FBI may terminate this MOU immediately, and the NDIS Participating Laboratory shall return the CODIS software to the FBI as provided above.

DNA IDENTIFICATION ACT OF 1994, as amended

As required by the Federal DNA Identification Act of 1994, the NDIS Participating Laboratory shall only contribute DNA identification records and DNA analyses to NDIS which are:

1. Based on analyses performed by or on behalf of a criminal justice agency in accordance with publicly available standards that satisfy or exceed the guidelines for a quality assurance program for DNA analysis issued by the Director of the FBI under the Federal DNA Act.

2. Prepared by laboratories that --

   A. Not later than 2 years after the date of enactment of the DNA Sexual Assault Justice Act of 2004 [October 31, 2004], have been accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and
   B. Undergo external audits, not less than once every two years, that demonstrates compliance with standards established by the Director of the Federal Bureau of Investigation.

3. Maintained by Federal, State, and local criminal justice agencies (or the Secretary of Defense in accordance with 10 U.S.C. §1565) pursuant to rules that allow disclosure of stored DNA samples and DNA analyses only—

   a. To criminal justice agencies for law enforcement identification purposes;

   b. In judicial proceedings, if otherwise admissible pursuant to applicable statutes or rules;

   c. For criminal defense purposes, to a defendant, who shall have access to samples and analyses performed in connection with the case in which such defendant is charged; or

   d. If personally identifiable information is removed, to criminal justice agencies for a population statistics database, for forensic identification research and forensic protocol development purposes, or for quality control purposes.

Access to NDIS shall be canceled immediately and the NDIS MOU terminated in the event the NDIS Participating Laboratory does not comply with any of the above-referenced

requirements. In addition, the Federal DNA Act provides for imposition of a fine of up to $250,000 or imprisonment for not more than one year or both such fine and imprisonment, in the event that:

a. Any person who, by virtue of employment or official position, has possession of, or access to, individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency, and knowingly discloses such information in any manner to any person or agency not authorized to receive it; or

b. Any person, without authorization, knowingly obtains DNA samples or individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency.

ACCESS TO AND/OR RELEASE OF CODIS AND/OR DNA RECORDS

The NDIS Participating Laboratory acknowledges that information and data derived from the use of the CODIS software described herein or stored therein may identify U.S. persons, whose information is protected by the Privacy Act of 1974 (Privacy Act) and/or Executive Order 12,333 (or any successor Executive Order). All such information will be handled lawfully pursuant to the provisions of the Privacy Act and any other applicable Executive Orders.

The NDIS Participating Laboratory agrees to comply with the limited access and disclosure provisions of the Federal DNA Act. NDIS Participating Laboratories in states that have more expansive provisions in their State laws relating to access and disclosure of DNA analysis and/or records agree to abide by the more restrictive provisions in Federal law in order to participate in NDIS. NDIS will not accept DNA analyses from any NDIS Participating Laboratories that fail to comply with these restrictions. For example, whether or not a State disclosure provision allows such release, a request by a defendant (including defense counsel or third party) to access all of the DNA records contained in the State database or samples and analysis performed in relation to a case other than that of the requesting arrestee/convicted offender is not authorized or encompassed in the Federal DNA Act's provision that authorizes release of "samples and analyses performed in connection with the case in which such defendant is charged." (42 U.S.C. 14132(b)(3)(c). Similarly, the release of CODIS candidate match information that has not been confirmed (e.g. any data other than the confirmation match) is not authorized under the Federal DNA Act.

Additionally, the NDIS Participating Laboratory shall not provide access to or disclosure of DNA records that have been uploaded to NDIS to an entity or agency that is not a criminal justice agency nor authorized to access such DNA records under the Federal DNA Act. If the NDIS Participating Laboratory disseminates, provides, or releases DNA records that have

been uploaded to NDIS for purposes not authorized under the Federal DNA Act or to an entity or agency other than another NDIS Participating Laboratory or criminal justice agency, the NDIS Participating Laboratory shall notify its SDIS in order to have those DNA records removed from NDIS.

The NDIS Participating Laboratory will immediately report to their SDIS any instance in which data derived from the use of the CODIS software is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

LEGAL OBLIGATIONS

The NDIS MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

The NDIS MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to the NDIS MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

LIABILITY AND NOTIFICATION OF LEGAL ACTIONS

The NDIS Participating Laboratory shall be legally responsible for any demands, claims, actions, suits or proceedings brought by any third party against it that is a consequence of the conduct of the NDIS Participating Laboratory, including, but not limited to, any damages for false imprisonment or arrest.

The NDIS Participating Laboratory shall notify the FBI in writing within ten (10) business days after initial notification to the NDIS Participating Laboratory of any legal actions brought by a third party against the FBI or the NDIS Participating Laboratory involving CODIS or NDIS. Examples of such legal actions include, but are not limited to, discovery requests for CODIS source code or database design and discovery requests for any DNA records maintained in NDIS.

It shall be the responsibility of the Laboratory Director to notify the NDIS Custodian within five (5) business days in the event its CODIS Administrator is arrested in any state and/or charged with a criminal offense.

TERMINATION

In addition to the termination provisions set forth above, upon thirty (30) business days written notice, the FBI may terminate the NDIS MOU and require removal of the CODIS software from the computer equipment of an NDIS Participating Laboratory and/or return of that software and any accompanying materials if funds for the continued support of CODIS and/or NDIS are not appropriated by the United States Congress.

MODIFICATIONS TO MEMORANDUM

Modifications to this MOU shall only be effective if in writing and signed by both Parties. From time to time, however, it may be necessary to revise the FBI Director's *Quality Assurance Standards* and the NDIS Operational Procedures Manual to reflect changes in law, processes and/or technology with respect to CODIS or NDIS. In the event that a revision to any or all of the FBI Director's *Quality Assurance Standards* or the NDIS Operational Procedures Manual are made, the Parties agree that the FBI shall provide notice of such revisions and that thereafter such revision shall be incorporated in and made a part of the NDIS MOU without the need for both parties to re-execute the NDIS MOU.

EFFECTIVE DATE

The NDIS MOU shall become effective when signed by the Director of the Laboratory Division, FBI or designee, and the Laboratory Director of the NDIS Participating Laboratory having the authority to contract on behalf of the Laboratory.

FEDERAL BUREAU OF INVESTIGATION LABORATORY DIVISION		NDIS PARTICIPATING LABORATORY Washington State Patrol Vancouver Crime Laboratory	
By:	SSA Christopher "Todd" Doss	By:	G. Curt Hattell
Title:	Director, FBI Laboratory	Title:	Deputy Chief
Signature:	Christopher Todd Doss	Signature:	G. C. Hattell
Date:	4-3-2015	Date:	3-18-15

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION, LABORATORY DIVISION
AND
Washington State Patrol CODIS Crime Laboratory
FOR
PARTICIPATION OF THE STATE OF Washington
IN THE
NATIONAL DNA INDEX SYSTEM (NDIS)

This Memorandum of Understanding (NDIS MOU), dated March 1, 2015, is made by and between the Federal Bureau of Investigation (hereinafter referred to as "FBI") and the Washington State Patrol CODIS Crime Laboratory (hereinafter referred to as "NDIS Participating Laboratory").

WHEREAS, the FBI sponsors the Combined DNA Index System (CODIS)[1] as part of a technical assistance program to State and Local forensic DNA laboratories which allow the forensic DNA laboratories to store and match DNA records from legally collected samples, offenders, crime scene evidence and missing persons.

WHEREAS, the FBI provides CODIS software, which includes database and networking capabilities, to any qualifying State and Local forensic DNA laboratory performing DNA analysis, as well as training, installation, user support and software upgrades at no cost to the forensic laboratory.

WHEREAS, the Federal DNA Identification Act of 1994 (42 U.S.C. §14132 et seq.; hereinafter referred to as "Federal DNA Act") and amendments authorizes the Director of the FBI to establish a national index of DNA identification records of persons convicted of crimes identified in 42 U.S.C. § 14135: analyses of DNA samples recovered from crime scenes, analyses of DNA samples recovered from unidentified human remains, analyses of DNA samples voluntarily contributed from relatives of missing persons, and analyses of DNA samples from missing persons (hereinafter referred to collectively as "DNA records"). The Federal DNA Act expressly excludes elimination samples from being uploaded into NDIS.

WHEREAS, the NDIS Participating Laboratory may have DNA records to contribute to NDIS in order to permit other NDIS participating laboratories to search those records in the national index to generate investigative leads.

[1] Combined DNA Index System is the generic term used to describe the FBI's program of support for criminal justice DNA databases as well as the software used to run these databases. The National DNA Index System or NDIS is considered the highest level of CODIS, e.g., the national level, containing the DNA profiles contributed by Federal, State, and Local participating forensic laboratories. The State DNA Index System (SDIS) allows laboratories within a state to exchange DNA profiles. DNA profiles that originate at the Local DNA Index System (LDIS), are uploaded to SDIS and then to NDIS.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, it is agreed by and between the FBI and the NDIS Participating Laboratory as follows:

GENERAL TERMS & CONDITIONS

The FBI and the NDIS Participating Laboratory agree to abide by the terms and conditions specified in the NDIS MOU; the FBI Director's *Quality Assurance Standards for Forensic DNA Testing Laboratories* and *Quality Assurance Standards for DNA Databasing Laboratories* (hereinafter referred to as the FBI Director's *Quality Assurance Standards*) available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis; and the NDIS Operational Procedures Manual available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis, all of which are incorporated in and made a part of this Memorandum.

For the purposes of the NDIS MOU and operation of NDIS, the term NDIS Participating Laboratory shall be deemed to be a laboratory approved by the FBI for participation in NDIS that is responsible for complying with the Federal DNA Act, the NDIS Operational Procedures, and the terms of the NDIS MOU. Additionally, as the NDIS Participating Laboratory serving as the designated SDIS for the State of Washington, the NDIS Participating Laboratory is responsible for the State's repository of DNA records collected and maintained under the control of State authorities and is the central point of contact regarding NDIS access for all NDIS participating laboratories in the State. On behalf of the State, the Designated State Official [the person selected by a participating State to make decisions and to contract on behalf of the State for purposes of the NDIS MOU] shall be responsible for NDIS participation of other State, Regional and Local laboratories in this State and ensuring all such laboratories' adherence to and compliance with the terms and conditions of this NDIS MOU.

LICENSE TO USE CODIS SOFTWARE

Subject to the terms and conditions set forth below, the FBI hereby grants the NDIS Participating Laboratory a sublicense to use the CODIS software and modifications/enhancements thereto (hereinafter referred to as "CODIS software"). The CODIS software, for which the FBI has or will obtain an unrestricted license to use, shall remain the exclusive property of the FBI.

The NDIS Participating Laboratory shall maintain the FBI's recommended configurations for the CODIS application server and the minimum system requirements as documented in the CODIS Hardware and Software Recommendation Guide.

The NDIS Participating Laboratory personnel shall not use the CODIS software in any manner until specifically authorized to do so by the FBI. The NDIS Participating Laboratory shall not use the CODIS software in any manner not authorized by the FBI. Generally, participation in NDIS and maintenance of a statutorily authorized State DNA database shall be considered an authorized use of the CODIS software. The generation of DNA data and/or a DNA database for dissemination beyond the purposes authorized by the Federal DNA Act [42 U.S.C. §14132(b)(3)] shall be considered an unauthorized use of the CODIS software. Similarly, the generation of DNA data and/or a DNA database consisting of such

DNA data for dissemination to individuals, entities, agencies or laboratories other than NDIS Participating Laboratories shall be considered an unauthorized use of the CODIS software.

The NDIS Participating Laboratory is not authorized to distribute or sublicense the CODIS software, and shall not copy the CODIS software for purposes of distribution or distribute the CODIS software to any person or agency outside the NDIS Participating Laboratory without the express written permission of the FBI. The NDIS Participating Laboratory shall not publish or publicly disclose information obtained from or included in the CODIS software and/or NDIS, including, but not limited to: CODIS Bulletins, screen shots of CODIS software, or CODIS meeting, instructional and/or training materials without the prior written approval of the FBI.

The FBI may terminate the NDIS MOU immediately if the NDIS Participating Laboratory is found in violation of any of the provisions of the software sublicense. In the event the NDIS MOU is terminated, the NDIS Participating Laboratory shall remove the CODIS software from its system(s), including all on-line and backup storage media, within ten (10) business days of receipt of the termination notice, and shall immediately return the CODIS software and all accompanying materials provided to the FBI.

The NDIS Participating Laboratory will take reasonable precautions to prevent unauthorized persons from accessing the CODIS software. For purposes of the software sublicense, unauthorized persons shall mean persons who are **not** authorized CODIS users. In the event that the FBI determines that such reasonable precautions have not been taken, the sublicense to use the CODIS software will be canceled immediately and will not be restored unless and until the NDIS Participating Laboratory has established that sufficient security procedures have been implemented to protect the CODIS software from unauthorized access. The determination whether sufficient security procedures to protect the CODIS software have been implemented by the NDIS Participating Laboratory shall be in the sole discretion of the FBI. Upon written cancellation notification by the FBI that sufficient security procedures have not been implemented to the satisfaction of the FBI, within thirty (30) business days of receipt of the cancellation notice, the FBI may terminate this NDIS MOU immediately, and the NDIS Participating Laboratory shall return the CODIS software to the FBI as provided above.

DNA IDENTIFICATION ACT OF 1994, as amended

As required by the Federal DNA Identification Act of 1994 (codified at 42 U.S.C. §14132 et seq.) the NDIS Participating Laboratory shall only contribute DNA identification records and DNA analyses to NDIS which are:

1. Based on analyses performed by or on behalf of a criminal justice agency in accordance with publicly available standards that satisfy or exceed the guidelines for a quality assurance program for DNA analysis issued by the Director of the FBI under the Federal DNA Act.

2. Prepared by laboratories that --

A. Not later than 2 years after the date of enactment of the DNA Sexual Assault Justice Act of 2004 [October 31, 2004], have been accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and

B. Undergo external audits, not less than once every two years, that demonstrate compliance with standards established by the Director of the Federal Bureau of Investigation.

3. Maintained by Federal, State, and local criminal justice agencies (or the Secretary of Defense in accordance with 10 U.S.C. §1565) pursuant to rules that allow disclosure of stored DNA samples and DNA analyses only—

   a. To criminal justice agencies for law enforcement identification purposes;

   b. In judicial proceedings, if otherwise admissible pursuant to applicable statutes or rules;

   c. For criminal defense purposes, to a defendant, who shall have access to samples and analyses performed in connection with the case in which such defendant is charged; or

   d. If personally identifiable information is removed, to criminal justice agencies for a population statistics database, for forensic identification research and forensic protocol development purposes, or for quality control purposes.

Access to NDIS shall be canceled immediately and this Memorandum terminated in the event the NDIS Participating Laboratory does not comply with any of the above-referenced requirements. In addition, the Federal DNA Act provides for imposition of a fine of up to $250,000 or imprisonment for not more than one year or both such fine and imprisonment, in the event that:

a. Any person who, by virtue of employment or official position, has possession of, or access to, individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency, and knowingly discloses such information in any manner to any person or agency not authorized to receive it; or

b. Any person, without authorization, knowingly obtains DNA samples or individually identifiable DNA information indexed in a database created or maintained by any Federal law enforcement agency.

ACCESS TO AND/OR RELEASE OF CODIS AND/OR DNA RECORDS

The NDIS Participating Laboratory acknowledges that information and data derived from the use of the software described herein or stored therein may identify U.S. person, whose information is protected by the Privacy Act of 1974 (Privacy Act) and/or Executive Order 12,333 (or any successor Executive Order). All such information will be handled lawfully pursuant to the provisions of the Privacy Act and any other applicable Executive Orders.

The NDIS Participating Laboratory agrees to comply with the limited access and disclosure provisions of the Federal DNA Act. NDIS Participating Laboratories in states that may have more expansive provisions in their State laws relating to access and disclosure of DNA analysis and/or records agree to abide by the more restrictive provisions in Federal law in order to participate in NDIS. NDIS will not accept DNA analyses from any NDIS Participating Laboratories that fail to comply with these restrictions. For example, whether or not a State disclosure provision allows such release, a request by a defendant (including defense counsel or third party) to access all of the DNA records contained in the State database or samples and analysis performed in relation to a case other than that of the requesting arrestee/convicted offender is not authorized or encompassed in the Federal DNA Act's provision that authorizes release of "samples and analyses performed in connection with the case in which such defendant is charged" (42 U.S.C. 14132(b)(3)(c)). Similarly, the release of CODIS candidate match information that has not been confirmed (e.g. any data other than the confirmed match) is not authorized under the Federal DNA Act.

Additionally, the NDIS Participating Laboratory shall not provide access to or disclosure of DNA records that have been uploaded to NDIS to an entity or agency that is not a criminal justice agency nor authorized to access such DNA records under the Federal DNA Act. If the NDIS Participating Laboratory disseminates, provides, or releases DNA records that have been uploaded to NDIS for purposes not authorized under the Federal DNA Act or to an entity or agency other than another NDIS Participating Laboratory or criminal justice agency, the NDIS Participating Laboratory shall notify the FBI and remove those DNA records from NDIS.

The NDIS Participating Laboratory will immediately report to the FBI any instance involving an NDIS Participating Laboratory in its State in which data derived from the use of the CODIS software is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

ACCREDITATION AND QUALITY ASSURANCE STANDARDS

Pursuant to the Federal DNA Act, NDIS Participating Laboratories shall only contribute DNA records to NDIS that have been generated by an accredited laboratory in accordance with the FBI Director's *Quality Assurance Standards* in effect at the time the DNA analysis is performed available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis.

NDIS OPERATIONAL PROCEDURES MANUAL

The procedures and processes governing participation in NDIS are contained in the NDIS Operational Procedures Manual available at http://www.fbi.gov/about-us/lab/biometric-analysis/codis. The FBI and the NDIS Participating Laboratory hereby agree to abide by the NDIS Operational Procedures Manual and any amendments thereto.

The NDIS Participating Laboratory further agrees to participate in NDIS assessment reviews as requested and conducted by the FBI to verify compliance with Federal statutory requirements and the NDIS Operational Procedures Manual for participation in NDIS.

COMMUNICATIONS ACCESS

To participate in and access NDIS, the NDIS Participating Laboratory shall ensure secure transmission of NDIS data from Local to State indexes and State to national indexes. The FBI reserves the exclusive right to determine the most appropriate method to ensure secure communications to access NDIS and to alter that method if necessary.

LEGAL OBLIGATIONS

The NDIS MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

The NDIS MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to the NDIS MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

NDIS LIABILITY

The NDIS Participating Laboratory shall be legally responsible for any demands, claims, actions, suits or proceedings brought by any third party against it that is a consequence of the conduct of the NDIS Participating Laboratory, including, but not limited to, any damages for false imprisonment or arrest.

NOTIFICATION OF LEGAL ACTIONS

The NDIS Participating Laboratory shall notify the FBI in writing within ten (10) business days after initial notification to the NDIS Participating Laboratory of any legal actions brought by a third party against the FBI or the NDIS Participating Laboratory involving CODIS or NDIS. Examples of such legal actions include, but are not limited to, discovery requests for CODIS source code or database design and discovery requests for any DNA records maintained in NDIS.

It shall be the responsibility of the Designated State Official or Laboratory Director, as applicable, to notify the NDIS Custodian within five (5) business days in the event a CODIS Administrator in this State is arrested in any state and/or charged with a criminal offense.

TERMINATION

In addition to the termination provisions set forth above, upon thirty (30) business days written notice, the FBI may terminate the NDIS MOU and require removal of the CODIS software from the computer equipment of an NDIS Participating Laboratory and/or return of that software and any accompanying materials if funds for the continued support of CODIS and/or NDIS are not appropriated by the United States Congress.

MODIFICATIONS TO MEMORANDUM

Modifications to the NDIS MOU shall only be effective if in writing and signed by both Parties. From time to time it may be necessary to revise the FBI Director's *Quality Assurance Standards* and the NDIS Operational Procedures Manual to reflect changes in law, processes and/or technology with respect to CODIS or NDIS. In the event that a revision to any or all of the FBI Director's *Quality Assurance Standards,* and the NDIS Operational Procedures Manual are made, the Parties agree that the FBI shall provide notice of such revisions and that thereafter such revision shall be incorporated in and made a part of the NDIS MOU without the need for both parties to re-execute the NDIS MOU.

EFFECTIVE DATE

This Memorandum shall become effective when signed by the Director of the Laboratory Division, FBI or designee, and the Designated State Official of the NDIS Participating Laboratory having the authority to contract on behalf of the State.

FEDERAL BUREAU OF INVESTIGATION LABORATORY DIVISION	NDIS PARTICIPATING LABORATORY FOR THE STATE OF Washington
By: SSA Christopher "Todd" Doss	By: G. Curt Hattell
Title: Director, FBI Laboratory	Title: Deputy Chief
Signature:	Signature:
Date: 4-3-2015	Date: 3-18-15

WASHINGTON STATE PATROL
COMMUNICATIONS DIVISION
RADIO COMMUNICATIONS AGREEMENT
AMENDMENT

The above-referenced agreement between the Washington State Patrol (WSP) and the US Marshal Service (Contractor) is hereby amended as follows:

a. Page 1, Contract End Date, is revised to extend this Agreement through June 30, 2018.

b. This Amendment is effective on July 1, 2017.

c. Page 1, WSP Project Manager Name and Title and E-mail, is replaced with: Ms. Heather Anderson, Communications Division Administrator; heather.anderson@wsp.wa.gov.

d. Paragraph 1.g. Fees for Services. (4) Radio Repair/Installation/Removal is amended to read:

(4) Radio Repair/Installation/Removal: For radio installation, removal and repair services the Contractor shall reimburse WSP for:

- Regular time plus indirect rates or overtime plus indirect rates for actual hours worked for services provided at WSP's current approved indirect rate.
- The actual cost of parts installed while providing this service; and for travel costs at current State of Washington/State Patrol rates for services provided by WSP at Contractor locations, plus indirect costs at WSP's current approved indirect rate.

All other terms and conditions of this Agreement remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

US MARSHAL SERVICE	STATE OF WASHINGTON WASHINGTON STATE PATROL
06/07/2017	6/12/17
Signature Date	Signature Date
Raymond F. Fleck – Acting Assistant Chief	Robert L. Maki – CFO
Printed Name and Title	Printed Name and Title

WSP No. K10789
Amendment 2

WASHINGTON STATE PATROL
COMMUNICATIONS DIVISION
RADIO COMMUNICATIONS AGREEMENT
AMENDMENT

The above-referenced agreement between the Washington State Patrol (WSP) and the US Marshal Service (Contractor) is hereby amended as follows:

a. Page 1, Contract End Date, is revised to extend this Agreement through June 30, 2019.

b. This Amendment is effective on July 1, 2018.

All other terms and conditions of this Agreement remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

US MARSHAL SERVICE

6/29/18

Signature Date

Jacob Green (A) USM

Printed Name and Title

STATE OF WASHINGTON
WASHINGTON STATE PATROL

7/3/18

Signature Date

Robert L. Maki – CFO

Printed Name and Title

WASHINGTON STATE PATROL PROFESSIONAL SERVICE CONTRACT – SHORT FORM **Communications Division** **Radio Communications Agreement**	WSP Contract No. K10789 Other Contract No.

This Contract is between the State of Washington, Washington State Patrol and the Contractor identified below, and is governed by chapter 39.26 RCW.

CONTRACTOR NAME US MARSHAL SERVICE	Contractor Doing Business As (DBA)
Contractor Address Attention Administrative Officer U.S. Marshals Service 700 Stewart Street, Suite 9000 Seattle WA 98101	Statewide Vendor Registration Number SWV00__ __ __ __ __ - __ __
Contact Name Mr. Stephen Blue	Contact Telephone 888-250-4172 ext 18417 / 206-370-8650
Contact Fax 206-370-8670	Contact E-mail Address stephen.blue@usdoj.gov

WSP Contact Information

WSP Project Manager Name and Title **Mr. Mark Layhew** **Communications Division Administrator**		WSP Project Manager Address **PO Box 42602** **Olympia WA 98504-2602**
Telephone (360) 704-2280	Fax (360) 704-2287	E-mail Address mark.layhew@wsp.wa.gov
WSP Administrative Contact Name and Title Ms. Julie Hannah Contracts Specialist		WSP Administrative Contact Address PO Box 42602 Olympia, WA 98504-2602
Telephone (360) 596-4063	Fax (360) 596-4077	E-mail Address julie.hannah@wsp.wa.gov

Contract Start Date **10/01/2015**	**Contract End Date** **06/30/2017**	**Contract Maximum Amount** **See Statement of Work (SOW)**

ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:

☒ Exhibit A, Interagency Agreement

This Contract, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.

FOR THE WASHINGTON STATE PATROL:	
WSP Signature Robert J. Maki, CFO	Date 8/17/15
Printed Name and Title John R. Batiste, Chief	

FOR THE CONTRACTOR:	
Contractor Signature	Date 8/14/2015
Printed Name and Title John F. Williams, Acting Chief Deputy	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 10/16/2014

1. **Statement of Work.**
WSP maintains an emergency communications system within the State of Washington. The purpose of this Agreement is to provide the use of this system to the Contractor.

a. Description of Service. WSP shall provide radio dispatch services on assigned radio frequencies to the Contractor. The Contractor shall use WSP communications procedures when accessing the WSP communications system.

b. WSP will provide criminal justice information (CJI) responses from the A Central Computerized Enforcement Service System (ACCESS) provided that the Contractor is authorized to receive this information. The Contractor must submit a complete application to the WSP ACCESS Section and be approved by WSP and the FBI as a criminal justice agency or criminal justice sub-unit. If the Contractor is not approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, the WSP will not provide any CJI responses from ACCESS to the Contractor. The WSP will not make National Crime Information Center (NCIC) or Washington Crime Information Center (WACIC) entries on behalf of Contractors.

c. WSP, at its discretion, may also provide radio repair, installation and removal services as requested by the Contractor.

d. Training. WSP shall provide required initial training on radio dispatching to the Contractor's system users prior to their initial use of the system, and annual sustainment training to the Contractor's system users. WSP shall provide this training on dates and times mutually agreed upon by WSP and the Contractor.

e. If the Contractor is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of Contractor's personnel who request and receive CJI from ACCESS, must complete Basic Security Awareness Training once every two (2) years. WSP must set up and maintain the Contractor's personnel Basic Security Awareness Training through the "CJIS Online" Criminal Justice Information Services application.

f. If the Contractor is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of the Contractor's personnel who request and receive CJI from ACCESS, must sign the Criminal Justice Information Services (CJIS) Security Addendum and a copy must be provided to WSP for future audit verification.

g. Fees for Services.

(1) Dispatch Services: The Contractor shall reimburse WSP at a flat rate of $400 per month that includes no additional charges for the first 150 transactions made through WSP radio dispatch. WSP shall charge $3.06 for each additional transaction over the 150 transactions per month up to 4,999 transactions. If the Contractor makes 5,000 or more transactions for any month through WSP radio dispatch, they will be given a 10% discount and WSP shall charge $2.75 for each additional transaction over the first 150 transactions per month limit for that month.

(2) Data Requests: The WSP will charge the Contractor a single transaction for each data request received for data not associated with an existing radio generated transaction and WSP will create a CAD record of the data request.

(3) Training Services: The Contractor shall reimburse WSP for actual costs for providing training to Contractor users under this Agreement. Actual costs are:

- Salary and benefits for actual hours worked by WSP instructors;

- Reimbursement for instructor vehicle mileage at current WSP rates;
- Indirect costs calculated against direct costs charged to the Contractor under this Agreement at WSP's current approved indirect rate.

(4) Radio Repair/Installation/Removal: For radio installation, removal and repair services the Contractor shall reimburse WSP for:

- $61.50 per hour for regular time; or $88.45 for overtime for services provided.
- The actual cost of parts installed while providing this service; and for travel costs at current State of Washington/State Patrol rates for services provided by WSP at Contractor locations, plus indirect costs at WSP's current approved indirect rate.

h. Reports. WSP shall provide to the Contractor a monthly report of the number of Contractor transactions made through the WSP radio dispatch system by Contractor employees.

2. **Provide list of user name and unique identification number.** Contractor shall be responsible for providing the WSP CAD Administrator with a current list of radio user names and unique identification numbers during the months of January and July each year of the agreement. New user names and unique numbers shall be provided by Contractor to the WSP CAD Administrator as soon as practical for activation in the system. (Unique numbers for Washington State employees are their DOP numbers. The CAD Administrator will issue unique numbers for non-Washington State employees.)

3. **Payment for Services.** WSP shall bill the Contractor monthly in accordance with this Agreement. WSP shall send billings to the Contractor billing address identified on Page 1 of this Agreement. The Contractor shall reimburse WSP within 30 days of receipt of billing from WSP.

4. **Fees.** The Contractor shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in the Statement of Work.

5. **Advance Payments Prohibited.** WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Contractor pursuant to this Contract.

6. **Assignment.** The Contractor may not assign this Contract, or any rights or obligations contained in the Contract, to a third party.

7. **Compliance with Civil Rights Laws.** During the period of performance for this Contract, the Contractor shall comply with all federal and state nondiscrimination laws.

8. **Confidentiality.** The Contractor shall not use or disclose any information concerning WSP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract

9. **Contract Execution and Amendments.** This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee. WSP and the Contractor may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Contractor.

10. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and will comply with Chapter 42.52 RCW throughout the term of the Contract.

11. **Data Security.** The Contractor, if authorized, shall only request CJI for the administration of criminal justice. The Contractor must safeguard all CJI and maintain all copies in a secure environment. CJI must only be retained for as long as it is considered useful for an open investigation.

12. **Debarment Certification**. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify WSP if, during the term of this Contract, Contractor becomes Debarred. WSP may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

13. **Disputes.** In the event that a dispute arises under this Contract, it shall be resolved by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Contractor shall appoint a member to the Dispute Board. The Chief of WSP and the Contractor shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Contract.

14. **Filing Requirement.** This Contract may be required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) business days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the Contract, the Contract shall be null and void.

15. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

16. **Indemnification.** The Contractor shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. The Contractor expressly agrees to indemnify, defend and hold harmless WSP for any claim arising out of or incident to the Contractor's performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor.

17. **Independent Capacity.** The Contractor acknowledges that the Contractor is an independent contractor, and not an officer, employee or agent of WSP or the State of Washington. The Contractor shall not hold itself out as, nor claim status as, an officer, employee or agent of WSP or the State of Washington. The Contractor shall indemnify and hold WSP harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees unless otherwise specified in this Contract.

18. **Inspection; Maintenance of Records.** During the term of this Contract and for one year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Contractor's place of business and its records, and monitoring, auditing and evaluating the Contractor's performance and compliance with applicable laws, regulations, rules and this Contract. During the term of this Contract and for six years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Contract; (ii) substantiate the Contractor's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to WSP and all expenditures made by the Contractor to perform as required by this Contract.

19. **Order of Precedence.** In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to (i) applicable federal and state law, regulations and rules; (ii) any other provision of this Contract; and (iii) any document incorporated by reference.

20. **Rights in Data.** Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

21. **Savings.** In the event that funds WSP relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Contract by providing written notice to the Contractor. This termination shall be effective on the date specified in the notice of termination.

22. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

23. **Site Security.** While on WSP's premises, the Contractor shall conform in all respects with physical, fire or other security regulations communicated to the Contractor by WSP.

24. **Statewide Vendor Payment Registration**. The Contractor is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx .

25. **Subcontracting.** The Contractor shall not subcontract any of the services provided under this Contract unless so specified in this Contract.

26. **Termination.** WSP may terminate the Contract by providing written notice to the Contractor. Termination shall be effective as of the date specified in the notice of termination. WSP shall be liable for and shall pay for only those services authorized and provided through the date of termination.

27. **Waiver.** A failure by WSP to exercise its rights under this Contract shall not preclude WSP from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of WSP and attached to the original Contract.

Inter-agency Agreement
Must be completed by agencies who:

A. **Provide criminal justice services to another agency.**
B. **Receive criminal justice services from another agency.**

An inter-agency agreement describing the criminal justice services provided and/or received by an agency must be in place.

Agency Providing Service: WASHINGTON STATE PATROL

Agency Receiving Service: **U.S. MARSHALS SERVICE, WESTERN DIST OF WA**

Services Provided (check all that apply):

- ☑ Dispatch
- ☑ Hit Confirmation
- ☑ Data Queries (as authorized by ACCESS/FBI)

Parties who enter into this agreement must adhere to the regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

Termination of Agreement
This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days.

Agency Providing Criminal Justice Service(s):	WASHINGTONSTATEPATROL	
ORI:	WAWSP1000 - WAWSP8000	
Agency Head Name (printed):	JOHN R. BATISTE, CHIEF	
Agency Head Signature:		Date: 8/17/15

Agency Receiving Criminal Justice Service(s):	**U.S. MARSHALS SERVICE WESTERN DISTRICT OF WASHINGTON**	
ORI:	**WAUSM0100**	
Agency Head Name (printed):	**JOHN F. WILLIAMS ACTING CHIEF DEPUTY**	
Agency Head Signature:		Date: **8/14/2015**

United States Marshals Service
Violent Offender Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:
This Memorandum of Understanding (MOU) is entered into by the
Washington State Patrol
and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *(See also)* "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. *(See also)* Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. *(See also)* 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:
The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:
The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:
In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:
If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:
Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the VOTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official VOTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:
Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:
Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:
All members of the VOTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA
Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:
This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District: Eastern District of Washington

United States Marshal:

Craig Thayer — Print Name
Signature — Date: 06-25-2015

Participant Agency:
Name: Washington State Patrol
Location (City & State): Olympia, WA.
Phone: 360-704-2392

Participant Agency Representative:
G. Curt Hattell, Deputy Chief
John R. Batiste, Chief — Print Name & Title
Signature — Date: 6-4-15

Assistant Director, Investigative Operations Division:

Derrick Driscoll — Print Name
Signature — Date: 7/2/15
Derrick Driscoll
Assistant Director
Investigative Operations Division

RECEIVED
JUN 19 2015
BUDGET & FISCAL
WSP

U.S Department of Transportation

Federal Motor Carrier Safety Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS
Washington State Patrol
PO BOX 42614
Commercial Vehicle Division
Olympia, WA 98504-2614

2. AGREEMENT NUMBER: FM-MNE-0240-16-01-00

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 10/01/2015 TO 09/30/2017

5. FEDERAL FUNDING PERIOD: FROM 10/01/2015 TO 09/30/2017

1A. IRS/VENDOR NO. 916001127

1B. DUNS NO. 808883854

6. ACTION New

7. CFDA#: 20.218

8. PROJECT TITLE
Implementation of the FY 2016 New Entrant Plan

TITLE	FEDERAL	NON-FEDERAL	TOTAL
9. PREVIOUS AGREEMENTS	0.00	0.00	0.00
10. THIS AGREEMENT	1,103,498.00	0.00	1,103,498.00
11. TOTAL AGREEMENT	1,103,498.00	0.00	1,103,498.00

12. INCORPORATED ATTACHMENTS
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:
FMCSA Financial Assistance Agreement General Provisions and Assurances; Recipient project plan and budget incorporated by reference unless/except as noted below.

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT
49 USC §§ 31104(a) and 31144 (g)(5), as amended by the FAST Act, Pub. L. No. 114-94, §§ 5105(a) and (d) (2015).

14. REMARKS
See next page.

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mr. Robert Maki		17. NAME AND TITLE OF AUTHORIZED FMCSA OFFICIAL Wendy Cunningham Western Service Center Authorizing Official	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed	16A. DATE 06/10/2016	18. SIGNATURE OF AUTHORIZED FMCSA OFFICIAL Electronically Signed	18A. DATE 06/10/2016

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41000

20. ORGANIZATION CODE: M600000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FM-MNE-0240-16-01-00	17X05716MN	2016	0905710MNE	1,103,498.00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2015	12/31/2015	Quarterly	01/30/2016
01/01/2016	03/31/2016	Quarterly	04/30/2016
04/01/2016	06/30/2016	Quarterly	07/30/2016
07/01/2016	09/30/2016	Quarterly	10/30/2016
10/01/2016	12/31/2016	Quarterly	01/30/2017
01/01/2017	03/31/2017	Quarterly	04/30/2017
04/01/2017	06/30/2017	Quarterly	07/30/2017
07/01/2017	09/30/2017	Final	12/29/2017

AWARD CONDITIONS

1. The purpose of this Notice of Grant Award (NGA) is to award the Recipient with the total award amount authorized in Block 11 to implement the FY 2016 New Entrant Plan.

   This grant to the Washington State Patrol will allow the grantee to complete its FY 2016 goal of conducting 800 NE Safety Audits. The grantee proposes to address the priority established in the NOFA of conducting these safety audits. The proposal demonstrates how it will conduct NE Safety Audits within the MAP-21 timelines as established in the NOFA.

   Within thirty (30) days upon execution of this Notice of grant award, the Recipient agrees to submit a revised line item budget, budget narrative, and (if applicable) project plan reflecting the total project cost to the FMCSA Division Office for review and approval. Reduction due to insufficient justification for the purchase of Crime Investigation and Tracking of Evidence (CITE) software to support conducting safety audits ($2,300.00).

   If the recipient is requesting indirect costs, the recipient may not request these costs for reimbursement until it has submitted a valid indirect cost rate agreement to the FMCSA Division Office.

AWARD ATTACHMENTS

Washington State Patrol FM-MNE-0240-16-01-00

1. FY 2016 FMCSA Financial Assistance Agreement General Provisions and Assurances

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FINANCIAL ASSISTANCE AGREEMENT GENERAL PROVISIONS AND ASSURANCES

January 2016

Section 1. Grant Authority

a. Contract Authority.

The Federal Motor Carrier Safety Administration (FMCSA) authorizing legislation, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat.1144 (2005), *as amended by* the Fixing America's Surface Transportation Act (FAST Act), Pub. L. No. 114-94, §5105 (2015) granted FMCSA contract authority. Pursuant to SAFETEA-LU, Pub L 109-59, §4101, 119 Stat. 1144, 1725 (2005), as amended by the FAST Act, Pub. L. No. 114-94, §5105 (2015) and codified in 49 U.S.C. §31104, the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the recipient's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding"(April 7, 2011), and any amendments or updated guidance thereto.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in Section 4.

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. Chapter 311 (2012), as applicable and denoted in the Notice of Grant Agreement; (2) SAFETEA-LU, Pub. L. No.109–59, § § 4101-4134, 119 Stat. 1144, 1715-1745 (2005), *as amended by*, the FAST Act, Pub. L. No. 114-94, §5105 (2015), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and the Federal Grant and Cooperative Agreement Act of 1977; and (5) 49 U.S.C. Chapter 313 (2016), as applicable and denoted in the Notice of Grant Agreement.

b. Application of Federal. State, and Local Laws and Regulations.

i. Federal Laws and Regulations.

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all subrecipient agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the

FMCSA immediately **in writing** in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subrecipients

State Recipients shall follow State law and procedures when awarding and administering subawards to local and Indian tribal governments in accordance with 2 CFR § 200.317. All other non-federal entities, including subrecipients of a state, will follow 2 CFR §§ 200.318 General procurement standards through 200.326 Contract provisions. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

d. Subawards

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

e. Pass-Through Entity

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. All Pass-Through Entities must comply fully with 2 CFR §§ 200.330, 200.331, 200.332 and 200.505.

f. Prohibition Against Transferring An Award

The Recipient is prohibited from transferring or subrogating their rights and responsibilities of the grant program and funds associated with that grant to another entity. Subrogation is when a non-federal entity substitutes another entity, not awarded the subject grant by FMCSA, to a lawful claim, demand, or right, so that that entity succeeds to the rights of the other in relation to the debt or claim, and its rights, remedies, or fund access. The act of subawarding to a subrecipient is not considered as the subrogation of the recipient's award.

Section 5. Internal Controls

The Recipient must:

a. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal

award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;

c. Evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal awards;

d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

e. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Section 6. Ethics.

a. Written Code of Ethics

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, subrecipients, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or subrecipients or their agents.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

i. The employee, officer, board member, or agent;
ii. Any member of his or her immediate family;
iii. His or her partner; or

iv. An organization that employs, is considering to employ, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subaward, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or subrecipient or impair the contractor's subrecipient's objectivity in performing the contract work.

Section 7. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of state or local employees whose principal employment is in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act. On December 19, 2012, Congress passed the Hatch Act Modernization Act of 2012 (the Act). The Act became effective on January 27, 2013. Now, only state, D.C., or local government employees whose salaries are paid for entirely by federal funds are prohibited from running for partisan office. All other state, D.C., and local employees, even if they are otherwise covered by Hatch Act restrictions are free under the Hatch Act to run for partisan office.

Section 8. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of $100,000.

By signing this agreement the Recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not federally appropriated, were used or agreed to be used to influence this grant. Recipients of subawards in excess of $100,000 must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the recipient and subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 9. Contracting.

a. Federal Standards.

The Recipient and Subrecipients agree to comply with the Procurement Standards requirements set forth at 2 CFR §§ 200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

Section 10. Notification Requirement.

a. With respect to any procurement for goods and services (including construction services) having an aggregate value of $500,000 or more, the Recipient agrees to:

i. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and

ii. Express the said amount as a percentage of the total costs of the planned acquisition.

Section 11. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32. This action of certification shall take place for each federal year, regardless of prior certification completed for a subrecipient or contractor.

Section 12. Notification of Third Party Contract or Subaward Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract or subaward. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 13. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

Section 14. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years after the final voucher is submitted, the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in 2 C.F.R. § 200.333.

b. Access to Recipient and Subrecipient Records.

The Recipient, and related subrecipients, will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards. Access requirements to records are set forth in 2 CFR § 200.336.

Section 15. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR § 200.501.

c. Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government, an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 2 CFR § 200.501, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of 2 CFR § 200.501(h).

It is imperative that Recipients submit required Single Audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under the Single Audit Act Amendments of 1996 and 2 CFR § 200.501 to the Federal Audit Clearinghouse Bureau of the Census, 1201 East 10th Street Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by 2 CFR § 200.501.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project. The Recipient agrees to require each subrecipient to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subaward, and to audit the books, records, and accounts involving that subaward as it affects the Project.

Section 16. Responsibility for Reporting Fraudulent Activity, Waste and Abuse.

The Recipient understands that the Federal government shall pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient is required to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DOT grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week. http://www.oig.dot.gov/Hotline. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include, but not limited to, theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 17. Budget and Finance.

The Recipient agrees to carry out Agreement activities and seek reimbursement in accordance with the Approved Project Budget after securing FMCSA written approval. The funding of items identified in the budget constitutes FMCSA's authorization for the Recipient to incur these costs, if they are allowable, allocable, necessary, and reasonable. Furthermore, funds cannot be spent that violate any FMCSA policy or grants manual. Costs not specifically budgeted in this Agreement may be allowable provided that prior approval is not required and costs are incurred consistently with the applicable cost principles.

Prior Approval means written permission provided by an FMCSA authorized official in advance of an act that would result in either (1) the obligation or expenditure of funds or (2) the

performance or modification of an activity under the grant-supported project where such approval is required. Prior approval must be obtained in writing from the designated Grants Management Officer or FMCSA authorized official for the grant involved. Documentation of the approved budget on the Notice of Grant Award constitutes prior approval. Prior approval applies for the performance of activities and expenditure of funds as described in the grant application, unless otherwise restricted by the terms and conditions of the Agreement.

In accordance with 2 C.F.R. § 200.407 and § 200.308, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget and/or project plan: (1) extending the project period of the grant beyond the project period end date specified in the most recent revision of the Agreement; (2) that would require any transfer of funds between Standard Form (SF) 424A (direct-cost budget categories) cumulatively greater than ten percent of the total approved project budget; and (3) that require the addition of expenditures for items or services not approved in the original project plan. Examples may include the increase of equipment purchased or the subawarding, transferring or contracting out of any work under a Federal award. This may also include revisions to the indirect cost rate.

The Recipient agrees to submit a request for prior approval no less than 30 days prior to the expiration of the Agreement. The FMCSA will not process requests for prior approval received less than 30 days from the Agreement expiration date. Within 30 calendar days from the date of the Recipient's request for prior approval, FMCSA will review the request and notify the Recipient whether the request has been approved. If the revision is still under consideration at the end of 30 calendar days, FMCSA will inform the Recipient in writing of the date when the Recipient may expect the decision.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget provided that such deviations do not cumulatively exceed, or expect to exceed, ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items, cost objectives or categories authorized by FMCSA in the currently approved budget. The Recipient agrees to notify FMCSA of this change.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. § 200.302, as amended, whichever is applicable. Consistent with the provisions of 2 C.F.R. § 200.305, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All matches shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in

part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 18. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of allowable costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Recipient must:

i. Have demonstrated or certified that it has made a binding commitment of non- Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:

1. To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and

2. To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.

ii. Have submitted to FMCSA all financial and progress reports required to date under this Agreement;

iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived; and

iv. Have expended any earned Program Income before requesting any federal funds for reimbursement.

b. Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees

i. Subject to the requirements in 2 CFR § 200.305, payments will be made after receipt of required FMCSA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi eInvoicing System.

ii. The following are the procedures for accessing and utilizing the Delphi elnvoicing System.

iii. Grant Recipient Requirements

1. Recipient must have internet access to register and submit payment requests through the Delphi elnvoicing system.

2. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

iv. System User Requirements

1. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.

2. The DOT will send the Recipient an email with an electronic form to verify the Recipient's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:

   DOT Enterprise Services Center
   FAA Accounts Payable, AMZ-100
   PO Box 25710
   Oklahoma City, OK 73125

3. The DOT will validate the form and email a user ID and password to the recipient. The recipient should contact the FMCSA grants management office with changes to their system information.

4. Note: Additional information, including access forms and training materials, can be found on the DOT elnvoicing website: (http:Uwww.dot.gov/cfo/delphi-einvoicing-system.html)

v. Waivers

1. DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT elnvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html or by contacting FMCSA. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

c. Reimbursement Payment by FMCSA.

i. If the reimbursement method is used, the Recipient agrees to:

1. Complete and submit Standard Form 3881,"Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and

2. Complete and submit, on at least a quarterly basis, Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.

3. Possess and maintain a current DUNs number and entity registration with the System for Award Management (www.sam.gov).

ii. Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is complying with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse allowable costs incurred by the Recipient up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA's financial processor.

d. Other Payment Information.

The Recipient agrees to adhere to and impose on its subrecipients all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.

In accordance with 2 CFR § 200.305(b)(5) State, local government, Nonprofit organizations and Indian tribunal Recipients and subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash reimbursements.

f. Allowable Costs.

The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

1. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;

2. Be necessary in order to accomplish the Project;

3. Be reasonable for the goods or services purchased;

4. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);
5. Be incurred (and be for work performed) **after** the Federal Funding Period start date of this Agreement, unless specific prior authorization from FMCSA to the contrary is received **in writing** (pre-award costs);

6. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:

   a. For Recipients that are governmental organizations, institutions of higher education, private non-profit organizations, the cost principles of 2 C.F.R. § 200 – Subpart E; and

   b. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.

7. Be satisfactorily documented; and

8. Be treated uniformly and consistently as non-federal funds under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its subrecipients and contractors.

g. Indirect Costs.

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the recipient's cognizant agency; however, a Recipient or Subrecipient that has **never** had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely, without documentation. As described in 2 CFR § 200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for **all** Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. Except as provided above, if a recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until a final rate can be determined.

The Recipient must obtain prior approval through formal amendment in order to recover indirect costs at a negotiated indirect cost rate higher than the place holder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget.

The recipient may not request additional grant funds to recover indirect costs that it cannot recover by shifting direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate requires an amendment and must be approved by formal amendment if the change to the indirect cost rate is a new rate or would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget.

The cognizant agency may allow for a one-time extension of the current indirect cost rate of a recipient without further negotiation of a federally approved negotiated indirect cost rate for up to four years. If the cognizant agency permits any one-time extension, the recipient is locked in with that indirect cost rate until the end of the approved extension.

h. Pre-Award Costs.

A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

i. The Recipient receives **prior** written approval from the FMCSA before the effective date of the grant agreement;

ii. The costs are necessary to conduct the project; and

iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. §200.407), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

i. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

i. Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless

otherwise permitted by Federal law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;

ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and

iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 19. Program Income

Recipient agrees to comply with the regulations relating to program income, located at 2 CFR 200.307 for State, local government, Indian tribunal recipients, and non-profit organizations and their subrecipients.

Program income means gross income earned by the recipient, subrecipient, or contractor under a grant that is directly generated by a grant supported activity or earned as a result of the award during the award period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Per 2 CFR 200.307 (c) Governmental revenues. Taxes, special

assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.

Recipients agree to use the Program income in accordance with 2 CFR § 200.307 and 2 CFR §305 (b)(5) for State, local government, nonprofit organizations and Indian tribunal recipients and subrecipients.

Section 20. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the district office and respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

i. An account of significant progress (findings, events, trends, etc.) made during the reporting period;

ii. A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;

iii. An outline of work and activities planned for the next reporting period; and

iv. Provide status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the division, and one (1) copy to the respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF 425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. The Recipient shall report outlays (federal and applicable non-federal match/cost sharing and program income, if any, on an accrual basis. However, if the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand.

The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 21. Non-Discrimination.

The Recipient will comply with all Federal authorities relating to nondiscrimination. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), which prohibits discrimination on the basis of race, color, or national origin, as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), which prohibits discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex in education programs or activities, as implemented by 49 C.F.R. § 25.1 et seq.;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, which prohibits discrimination on the basis of disability and 49 C.F.R part 27;
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), "*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*";
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prohibits discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting Department of Transportation guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP);
- Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e *et seq.*, 78 stat. 252), which prohibits discrimination in employment on basis of race, color, sex, national origin, religion, or disability as implemented by 29 C.F.R. § 1601.1 et seq.

The Recipient also agrees to comply with the FMCSA Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).

Section 22. Executive Order on Equal Opportunity Related to Contracts.

a. The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.

i. The Recipient agrees to incorporate in all contracts having a value of over $10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

ii. The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over $10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

Section 23. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 24. Property.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 2 CFR Sections 200.302(b)(4); 200.307(d); 200.310; 200.313; 200.316; and 200.344(4)..

A Recipient that is a State, local, or Indian tribal governments, institutions of higher education, and non-profits agrees to comply with the property management standards as defined in 2 CFR § 200.33 and detailed in §§ 200.312 and 200.313, including any amendments thereto, and with other applicable Federal regulations and directives . A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

a. Use of Project Property.

The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

c. Records.

The State Recipient agrees to maintain property records in accordance with State law and procedures. The Non-State Recipient agrees to keep satisfactory property records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

d. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

e. Encumbrance of Project Property.

The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.

The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

i. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subaward, grant

anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

ii. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

iii. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

iv. Purpose.

The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

f. Transfer of Project Property.

The State Recipient agrees to transfer Project property in accordance with State law and procedures. The Non-State Recipient understands and agrees as follows:

i. Non-State Recipient Request.

~~The Non-State Recipient may transfer any Project property financed with Federal~~ assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2). Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will considered program income and will be managed, expended, and reported per 2 CFR § 200.307.

ii. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

iii. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document. Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents. Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will considered program income and will be managed, expended, and reported per 2 CFR § 200.307.

g. Disposition of Project Property.

The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State.

The Non-State Recipient agrees to dispose of Project property as follows:

With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

i. Project Property with Expired Useful Life. When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.

ii. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

1. Notification Requirement. The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

2. Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

A. Equipment and Supplies. The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

B. Real Property. The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

3. Exceptional Circumstances. The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

h. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

i. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

ii. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

i. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

j. Transportation of Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

k. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

l. Responsibilities after Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 25. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §3145 and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701 *et seq.*) regarding labor standards for federally-assisted construction sub-agreements.

Section 26. Environmental Requirements.

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended

(P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Section 27. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non- exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

i. Except for its own internal use, the Recipient may neither publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.

ii. As authorized by 2 CFR § 200.315(b), FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

2. Any rights of copyright to which a Recipient, subrecipient, or a third party contractor purchases ownership with Federal assistance.

When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development of a system, program, document, enforcement concept, or any other activity provided for in the terms of this grant, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subrecipient, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

i. An acknowledgment of FMCSA support and a disclaimer must appear in any recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

1. "This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement/subaward, dated ____."

2. *(fill-in appropriate identification of grant/cooperative agreement);*

3. All Recipient publications must also contain the following:

A. "Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."

B. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 28. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 29. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires recipient organization personnel to have unsupervised physical access to a federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 30. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, subrecipient or contractor under this Agreement, the Recipient shall provide and shall require its subrecipients or contractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, subrecipient or subcontractor.

Section 31. Liability.

The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate arising out of or in any way connected to activities authorized pursuant to this Agreement. The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 32. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days' notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date; to the extent those correctly accrued obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, meet required match/cost sharing or MOE levels, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If FMCSA takes action to deobligate funds, a grant amendment/modification must be in place.

Section 33. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF 425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA federal funding due to cover accumulated expenses, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout, as defined in 2 CFR § 200.16, occurs when all required Project work and all administrative procedures described in 2 CFR 200.343, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed by allowable, allocable, and reasonable costs on the Recipient by this Agreement that supports the project plan(s) or by the FMCSA's final notification or acknowledgment, if it occurs within the period of performance.

Section 34. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 35. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. **Any** modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by the each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are

binding. However, retroactive modifications to the project plan(s) or any aspects of the budget will not be approved.

Section 36. Use of Information Obtained.

Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 37. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. §3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or

organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 38. Laptop Encryption.

All laptops used by Recipients, subrecipients, and contractors in carrying out the Recipient's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryptions standards prescribe whole disk encryption (FDE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FDE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA-related data.

Section 39. Adaptability to Climate Changes

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer-reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

Section 40. Commercial Vehicle Information Systems and Networks (CVISN) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that CVISN Core and Expanded deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and CVISN Architectures and available standards and shall promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing CVISN Core capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 41. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of $25,000 or more that OMB create a searchable, no cost, publicly accessible website(http://usaspending.gov/) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves **and** their first tier subrecipient awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non Recovery Act federally funded grants and cooperative agreements of $25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to $25,000.

Section 42. Executive Order 13513

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks

associated with texting while driving. These initiatives should encourage voluntary compliance with the recipient agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 43. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct and Recipient understands that any false statements made as part of these certifications can be prosecuted.

AGREEMENT BETWEEN DEPARTMENT OF HOMELAND SECURITY LAW ENFORCEMENT AGENCIES and LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES FOR THE REIMBURSEMENT OF EXPENSES

This agreement is entered into by the Washington State Patrol, Olympia, Washington (WSP) and Homeland Security Investigations (HSI), Seattle, Washington, for the purpose of receiving reimbursable costs incurred by WSP in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in HSI's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and is in effect until terminated in writing by either party.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992 which provides for the reimbursement of certain expenses of local, county and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of Homeland Security law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both WSP and HSI for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

The Name of this Task Force:

All task forces and/or joint operations in the State of Washington, to include but not be limited to the NW HIDTA International Money Laundering Task Force (IMLTF) and the Border Enforcement Security Task Force (BEST).

Projected Dates of Operation: Commencing October 1, 2015 and continuing indefinitely.

V. CONDITIONS AND PROCEDURES

A. Assignment of WSP Officer(s)

When mutually beneficial to WSP and HSI supervisory personnel, WSP shall assign one dedicated officer(s) to dedicated joint WSP/HSI operations.

Within 10 days of the effective date of this agreement, WSP shall provide HSI with the names, titles, badge or ID numbers of the officer(s) who may be assigned to joint operations. Further, WSP shall provide the hourly overtime wage rate of the officer(s) who may be assigned to joint operations.

B. Requests for Reimbursement of Overtime and Investigative Expenses

1. WSP may request reimbursement for payment of overtime and investigative expenses directly related to work performed by its officer(s) assigned to joint operations with HSI for the purpose of conducting official Homeland Security investigations.

2. Payments are to be made payable to Washington State Patrol and reimbursable overtime costs transferred to the attention of: Alaine Johnson, Accounts Receivable Manager, at WSP Headquarters, Budget and Fiscal Services, PO Box 42602, Olympia WA 98504-2602. Alaine can be reached at (360) 596-4043 or Alaine.Johnson@wsp.wa.gov.

3. Invoices submitted for the payment of overtime and investigative expenses to local/county/state must be submitted on WSP's letterhead. The invoice shall be signed by an authorized representative of WSP.

4. WSP will submit all requests for reimbursable payments, together with appropriate documentation to HSI, ATTN: DSAC Steven Cagen, 1000 2nd Avenue, Suite 2300, Seattle, WA 98104. All reimbursement requests are to be submitted using *Exhibit A*, Department of Treasury's 'Request for Reimbursement of Joint Operations Expenses,' attached hereto and incorporated herein.

   WSP shall certify that the request is for overtime and/or investigative expenses incurred by WSP for participation with joint operations conducted with HSI. WSP shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating in the same joint operations.

   WSP acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force and are responsible for the payment of investigative expenses and overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime and/or investigative expenses incurred.

5. All requests for reimbursement of costs incurred by WSP must be approved and certified by HSI. HSI shall countersign the invoices for payment.

6. The maximum reimbursement entitlement for overtime worked on behalf of HSI is set at $15,000 per officer assigned to joint operations for the Fiscal Year period. Furthermore, WSP is entitled to a combined maximum of $35,000 per year for both IMLTF and BEST task force Agreements.

C. PROGRAM AUDIT

This agreement and its procedures are subject to audit by HSI, the Department of Homeland Security, Office of Inspector General, the General Accounting Office, and other government designated auditors. WSP agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

D. REVISIONS

The terms of this agreement may be amended upon the written approval of both WSP and HSI. The revision becomes effective upon the date of approval.

E. EXHIBITS

EXHIBIT A – The Department of Treasury's, 'Request for Reimbursement of Joint Operations Expenses,' attached hereto and incorporated herein.

E. NO PRIVATE RIGHT CREATED

This is an internal government agreement between a Homeland Security Law Enforcement Agency and a Local/County/State Law Enforcement Agency and is not intended to confer any right or benefit to any private person or party.

[signature] Deputy Chief	[signature] SAC
Name Title	Name Title
Washington State Patrol	Homeland Security Investigations
Date: 8-20-15	Date: 9/4/15
[signature], CFO	
Name Title	Name Title
(WSP Chief Financial Officer)	(HSI Headquarters Office)

Exhibit A

The Department of the Treasury
LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCY
REQUEST FOR REIMBURSEMENT OF JOINT OPERATIONS EXPENSES

TO: ____ ATF ____ IRS __X__ ICE ____ USSS

TFF TRACKING NUMBER
REIM

NAME OF AGENCY: _____ OCDETF CASE: ____ YES ____ NO

ADDRESS: _____ OCDETF CASE #: _____

_____ TAX IDENTIFICATION #: _____

CONTACT PERSON: _____ TELEPHONE #: _____

DATES FOR WHICH THIS REIMBURSEMENT IS REQUESTE FROM: _____ TO: _____

OVERTIME EXPENSES

NAMES OF OFFICERS	TITLE(s)	SS No.	# OF HRS	COST PER HR	CASE #	TOTAL $
			TOTAL OVERTIME AMOUNT REQUESTED:			

TOTAL NUMBER OF REGULAR HOURS WORKED DURING THIS BILLING PERIOD ON CASES FOR WHICH OVERTIME WAS REQUESTED BY THE OFFICERS LISTED ABOVE: _____ HOURS

TOTAL AMOUNT REIMBURSEMENT REQUESTED:	

ALL REQUESTS FOR REIMBURSEMENT OF EXPENSES MUST HAVE ATTACHED SUPPORTING DOCUMENTATION 'CERTIFIED AS TRUE' BY A PRINCIPAL OFFICER OF THE AGENCY. THE SUPPORTING DOCUMENTATION SHALL CONSIST OF ORIGINAL OR COPIES OF ORIGINAL INVOICES, STATEMENTS, BILLS, OR PAY RECORDS WITH INFORMATION STATING THE IMMIGRATION AND CUSTOMS ENFORCEMENT CASE NUMBER, THE OFFICERS NAME, SSN, TITLE, DATES AND TIMES THE OFFICER WAS/WEI ENGAGED IN OVERTIME ACTIVITY.

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE OR AS ATTACHED HERETO IS ACCURATE AND REPRESENTS ACTUAL COSTS INCURRED BY THIS AGENCY FOR PROVIDING RESOURCES TO THE DEPARTMENT OF HOMELAND SECURITY LAW ENFORCEMENT AGENCY.

NAME TITLE/HEAD OF AGENCY SIGNATURE DATE

CERTIFIED BY: _____

Bradford A. Bench, Special Agent In Charge, ICE, Seattle, Washington

TFF REVIEW: _____ DATE: _____

NOTE: OCDETF CASES - A copy of this document shall be sent to the Agency Core City Coordinator

Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 22, 2015

Deputy Chief Curt Hattell
Washington State Patrol
PO Box 42602
Olympia, WA 98504

Dear Deputy Chief Hattell:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 DNA Capacity Enhancement and Backlog Reduction Program in the amount of $1,135,917 for Washington State Patrol. This funding is for the project titled, "FY 2015 DNA Capacity Enhancement and Backlog Reduction Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Christine Torres, Program Manager at (202) 305-1978; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol V. Mason

Karol Virginia Mason
Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 22, 2015

Deputy Chief Curt Hattell
Washington State Patrol
PO Box 42602
Olympia, WA 98504

Dear Deputy Chief Hattell:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
Washington State Patrol
PO Box 42602
Olympia, WA 98504

4. AWARD NUMBER: 2015-DN-BX-0047

5. PROJECT PERIOD: FROM 01/01/2016 TO 12/31/2017
BUDGET PERIOD: FROM 01/01/2016 TO 12/31/2017

6. AWARD DATE 09/22/2015

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
916001127

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
808883854

9. PREVIOUS AWARD AMOUNT $0

3. PROJECT TITLE
FY15 DNA Capacity Enhancement and Backlog Reduction for Washington State Patrol

10. AMOUNT OF THIS AWARD $ 1,135,917

11. TOTAL AWARD $ 1,135,917

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY15(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 113-235, 128 Stat. 2130, 2193; 28 USC 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.741 - DNA Backlog Reduction Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Karol Virginia Mason
Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Karol V. Mason

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Curt Hattell
Deputy Chief

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

D. C. Hattell

19A. DATE
10-12-15

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DN	60	00	00		1135917

21. PDNSGT0330

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2015-DN-BX-0047 AWARD DATE 09/22/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

   Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

   For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").

3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.

4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

DCN

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

DCA

SPECIAL CONDITIONS

19. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

20. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

    The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

    It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

    The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

21. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

22. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

23. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

24. The recipient and any subrecipients must comply with all applicable federal laws and regulations, including those identified in the forms entitled "Standard Assurances" and the "Certifications Regarding Lobbying; Debarment and Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements," currently posted at http://ojp.gov/funding/Apply/Forms.htm.

DCM

SPECIAL CONDITIONS

25. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

26. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

27. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

29. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

30. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

DCH

SPECIAL CONDITIONS

31. Semiannual performance measure data reporting - Forensic DNA casework and capacity enhancement
The recipient agrees to submit applicable performance measure data regarding forensic DNA casework and capacity enhancement with its semiannual progress reports. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the beginning of the award period, and the average number of forensic DNA samples analyzed per analyst/month at the beginning of the award period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the reporting period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the reporting period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the reporting period, the number of forensic biology/DNA cases analyzed during the reporting period using funds provided under this award, and the number of DNA profiles from forensic analyses entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for forensic casework DNA backlog reduction projects -- the number of CODIS hits during the reporting period attributable to the forensic analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

32. Semiannual Performance Measure Data Reporting - DNA database sample analysis and capacity enhancement
If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient agrees to submit applicable performance measure data with its semiannual progress reports. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the beginning of the award period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the DNA profile to CODIS at the beginning of the award period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the reporting period, the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the reporting period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the reporting period, the number of DNA database samples analyzed during the reporting period using funds from this award, and the number of DNA profiles from DNA database samples entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for DNA database backlog reduction projects -- the number of CODIS hits during the reporting period resulting from DNA database profiles developed using funds provided under this award).

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

DCA

SPECIAL CONDITIONS

33. Final performance measure data reporting
The recipient agrees to submit applicable performance measure data with its final report. With respect to data concerning forensic DNA activities, the final report should contain: (1) for forensic DNA capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the project period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the project period; and (2) for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the project period, the cumulative number of forensic biology/DNA cases analyzed using funds provided under this award, the cumulative number of DNA profiles from forensic analyses entered into CODIS as a result of the funds provided under this award, and the cumulative number of CODIS hits attributable to forensic DNA analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient also agrees to submit applicable performance measure data with its final report. With respect to such data, the final report should contain: (1) for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the project period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the project period, and (2) for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the project period, the cumulative number of DNA database samples analyzed using funds provided under this award, the cumulative number of profiles from DNA database samples entered into CODIS as the result of funds provided under this award, and the cumulative number of CODIS hits resulting from DNA database profiles developed using funds provided under this award.

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

SPECIAL CONDITIONS

34. Privacy; quality assurance; CODIS/NDIS

The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 42 U.S.C. section 14132(b)(3).

The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community.

The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated with funding from this award may be entered into any non-governmental database without prior express written approval from NIJ.

If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS.

If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA database samples analyzed with funding under this award are analyzed for all 13 CODIS core STR loci, using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all profiles obtained from DNA database samples with funding from this award are entered into CODIS within 90 days of completion of analysis, and uploaded into NDIS.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

35. No research; nonsupplanting of State or local government funds

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ program manager for the award.

The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.

SPECIAL CONDITIONS

36. The recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this fiscal year 2015 award, above and beyond those that will be analyzed using funds from other sources.

    If applicable, the recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this fiscal year 2015 award, above and beyond those that can be analyzed or reviewed using funds from other sources.

37. The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the NIJ DNA Capacity Enhancement and Backlog Reduction Program by the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

    The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the NIJ FY 2015 DNA Capacity Enhancement and Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2015 program solicitation.

    The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

38. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to the NIJ program manager for the award within ten (10) business days of implementation of the change.

39. Absent prior express written approval from NIJ, rates for any lodging charged to the award may not exceed the posted GSA rate for the location. (If the recipient opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.)

SPECIAL CONDITIONS

40. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

    Environmental Assessment (EA): The activities the recipient has proposed to conduct under this award fall within the scope of an NIJ Programmatic EA that complies with the National Environmental Policy Act (NEPA). These activities have been determined not to have a significant impact on the quality of the human environment.

    Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

41. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

    Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

    Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

42. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

PROJECT NUMBER 2015-DN-BX-0047 AWARD DATE 09/22/2015

SPECIAL CONDITIONS

43. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.

44. The recipient may not obligate, expend, or draw down any funds until a revised proposal (and any necessary modifications to the budget and budget narrative) has been received and approved by the National Institute of Justice, and a Grant Adjustment Notice has been issued removing this condition.

Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Christine Torres, Grant Manager

Subject: Environmental Assessment for Washington State Patrol

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts. Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

Department of Justice
Office of Justice Programs
National Institute of Justice

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2015-DN-BX-0047

This project is supported under FY15(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 113-235, 128 Stat. 2130, 2193; 28 USC 530C

1. STAFF CONTACT (Name & telephone number)

Christine Torres
(202) 305-1978

2. PROJECT DIRECTOR (Name, address & telephone number)

Bob Maki
Chief Financial Officer
P. O. Box 42602
Olympia, WA 98504-2602
(360) 596-4045

3a. TITLE OF THE PROGRAM

NIJ FY 15 DNA Capacity Enhancement and Backlog Reduction Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

FY15 DNA Capacity Enhancement and Backlog Reduction for Washington State Patrol

5. NAME & ADDRESS OF GRANTEE

Washington State Patrol
PO Box 42602
Olympia, WA 98504

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/01/2016 TO: 12/31/2017

8. BUDGET PERIOD

FROM: 01/01/2016 TO: 12/31/2017

9. AMOUNT OF AWARD

$ 1,135,917

10. DATE OF AWARD

09/22/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Washington State Patrol through the Crime Laboratory Division is responsible for analyzing evidential material associated with criminal investigations for all state and local law enforcement agencies and medical examiners within the state. Under state law (RCW 43.43.756) the Washington State Patrol Crime Laboratory Division (WSPCLD) is the established public provider of Forensic DNA services in Washington State . There are 5 casework DNA laboratories located throughout the state: Seattle, Tacoma, Marysville, Vancouver and Spokane. The CODIS database lab is also located in the same Seattle facility as the Crime Lab.

Progress was made in 2014 with the filling of all grant funded DNA positions previously awarded. The 3 Laboratory Technicians have all been trained and are performing non-casework tasks freeing up forensic analysts for more casework duties. The Information Technologist is providing network, hardware and software support for the DNA labs. The database analyst completed manual DNA analysis training and was performing CODIS Hit confirmations. However, this analyst is currently on maternity leave. One casework analyst completed her serology training and is helping to screen cases while learning DNA analysis. The other casework

analyst is undergoing serology screening training. The 3500 validation was completed and implementation should be complete in all casework labs by the end of June 2015. Pending cases and turnaround times were at historic lows at the end of 2014. In 2015 new State legislation likely to be passed and will cause the number of new sexual assault kits (SAK) submitted for DNA analysis to more than double. There is an expectation that over 6000 previously unsubmitted SAKs will also need DNA analysis. This year the focus of this application will be on expanding analytical capacity to help mitigate the effects of increased SAK case submissions.

This award will be specifically used to achieve the following goals:
1) To implement the new expanded loci DNA typing kits for casework and database labs as mandated by NDIS for continued CODIS program participation.
2) To maintain and increase the capacity of the WSPCLD casework laboratories.
3) To maintain and increase the capacity of the WSPCLD database laboratory.
4) To maintain continuing education for casework and database analysts through attendance at national and regional conferences.

The WSPCLD expects to see the backlog of DNA case requests to increase between 1000 to 6000 at the end of the award period because of newly proposed SAK legislation. An application for SAKI is being prepared by the Washington Association of Sheriffs and Police Chiefs (WASPC) to help address the anticipated increase in SAK submissions for DNA analysis. The mean turnaround time is expected to be increased to over 120 days, and DNA analyst throughput in the casework sections is expected to increase another 5%. The WSPCLD expects to decrease the mean turnaround time to 76 days from receipt of CODIS submissions.

nca/ncf.

Tee, Simon (WSP)

From: Maki, Bob (WSP)
Sent: Thursday, March 17, 2016 9:05 AM
To: Tee, Simon (WSP)
Cc: Shutler, Gary (WSP)
Subject: FW: Removal of Special Conditions Related to Programmatic Requirements Withholding Funds GAN has been Approved

Follow Up Flag: Follow up
Flag Status: Flagged

fyi

-----Original Message-----
From: do-not-reply@ojp.usdoj.gov [mailto:do-not-reply@ojp.usdoj.gov]
Sent: Thursday, March 17, 2016 7:43 AM
To: Maki, Bob (WSP)
Subject: Removal of Special Conditions Related to Programmatic Requirements Withholding Funds GAN has been Approved

The request for Removal of Special Conditions Related to Programmatic Requirements Withholding Funds GAN for 2015-DN-BX-0047 has been approved. Please access GMS for more information regarding GAN Number 002.

Removal of Special Conditions Related to Programmatic Requirements Withholding Funds GAN

All Active

Change Requested

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

GMS Home

Log Off

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2016 - 12/31/2017	**GAN Number:**	(
Grantee Address:	PO Box 42602 Olympia, 98504	**Program Office:**	NIJ	**Date:**	(
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Patricia Kashtan		
Grantee EIN:	91-6001127	**Application Number(s):**	2015-91284-WA-DN		
Vendor #:	916001127	**Award Number:**	2015-DN-BX-0047		
Project Title:	FY15 DNA Capacity Enhancement and Backlog Reduction for Washington State Patrol	**Award Amount:**	$1,135,917.00		

Removal of Special Conditions Related to Programmatic Requirements Withholding

Supplement 00

	Special Condition Number	Special Condition Title
☑	Special Condition 43	Withholding of funds - NEPA
☐	Special Condition 44	Withholding of funds (NIJ programmatic) - pending submission of revis proposal

***Required Justification for Removal**

The activities funded under this grant award usually require an environmental analysis under the provisions of NEPA. In order to address projects such as the project funded under this grant, NIJ has prepared a Programmatic

Attachments:

None

Actions:

Close

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Audit Trail:

Description:	Role:	User:	Timestamp:	
Approved-Final	OC - Accounting Supervisor	FoxM	01/05/2016 10:00 AM	Vie
Submitted	PO - GAN 1st Line Supervisor	torresc	12/31/2015 11:29 AM	Vie
Draft	PO - Grant Manager	torresc	12/31/2015 11:29 AM	Vie

All Active

Change Requested

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

Change Project Scope GAN

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2016 - 12/31/2017	**GAN Number:**	005
Grantee Address:	PO Box 42602 Olympia, 98504	**Program Office:**	NIJ	**Date:**	09/27/2016
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Virginia T Hernandez		
Grantee EIN:	91-6001127	**Application Number(s):**	2015-91284-WA-DN		
Vendor #:	916001127	**Award Number:**	2015-DN-BX-0047		
Project Title:	FY15 DNA Capacity Enhancement and Backlog Reduction for Washington State Patrol	**Award Amount:**	$1,135,917.00		

Change Project Scope

*Scope Change Types

☑ Altering programmatic activities	☐ Altering the purpose of the project
☐ Changing the project site	☐ Change in organization with primary responsibility for implementation of grant
☑ Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities that are central to the purpose of the award	☐ Other (Please enter type of scope change below)

***Required Justification for Change Project Scope:**

The passage of new State legislation SHB1068, which became effective on July 1, 2015, requires a mandatory submission (within 30 days after collection) to the crime laboratory for DNA analysis of all sexual assault kits (SAKs) newly

Attachments:

Filename:	User:	Timestamp:	Action:
Letter for Request of GAN Altering Programmatic Activities.pdf	BMakix	09/21/2016 8:14 PM	Delete Attachment

Actions:

Close

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Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	PO - GAN 1st Line Supervisor	dillonm	09/27/2016 9:36 AM	View Note
Submitted	PO - Grant Manager	BMakix	09/21/2016 8:14 PM	View Note
Change Requested	EXTERNAL - External User	hernandv	09/21/2016 1:19 PM	View Note
Change Requested	PO - Grant Manager	hernandv	09/21/2016 1:19 PM	View Note
Submitted	PO - Grant Manager	BMakix	09/21/2016 12:59 PM	View Note
Change Requested	PO - Grant Manager	hernandv	09/21/2016 12:30 PM	View Note
Change Requested	EXTERNAL - External User	hernandv	09/21/2016 12:30 PM	View Note
Change Requested	EXTERNAL - External User	hernandv	09/21/2016 8:35 AM	View Note
Change Requested	PO - Grant Manager	hernandv	09/21/2016 8:35 AM	View Note
Submitted	PO - Grant Manager	BMakix	09/20/2016 8:38 PM	View Note
Draft	EXTERNAL - External User	BMakix	09/20/2016 8:36 PM	View Note

All Active

Change Requested

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

Modify Budget GAN

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2016 - 12/31/2017	**GAN Number:**	006
Grantee Address:	PO Box 42602 Olympia, 98504	**Program Office:**	NIJ	**Date:**	09/27/2016
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Virginia T Hernandez		
Grantee EIN:	91-6001127	**Application Number(s):**	2015-91284-WA-DN		
Vendor #:	916001127	**Award Number:**	2015-DN-BX-0047		
Project Title:	FY15 DNA Capacity Enhancement and Backlog Reduction for Washington State Patrol	**Award Amount:**	$1,135,917.00		

Note: There is no Final Review for this award.

Budget Modification

* All editable Budget fields must contain a numeric value.

Categories	Approved Budget	Requested Changes to Budget	Revised Budget
A. Personnel	$ 418268	$ -180360	$ 237908
B. Fringe Benefits	$ 169018	$ -80042	$ 88976
C. Travel	$ 24332	$ 0	$ 24332
D. Equipment	$ 175200	$ -18778	$ 156422
E. Supplies	$ 0	$ 18600	$ 18600
F. Construction	$ 0	$ 0	$ 0
G. Contractual	$ 340479	$ 260580	$ 601059
H. Other	$ 8620	$ 0	$ 8620
TOTAL DIRECT COST	$ 1135917	$ 0	$ 1135917
Total Direct Costs = (Sum of lines A-H)			

INDIRECT COST	$ 0	$ 0	$ 0
TOTAL PROJECT COST	$ 1135917	$ 0	$ 1135917

Total Project Costs = Total Direct Costs + Indirect Cost
Total Project Costs = Federal Funds Approved + Non-Federal Funds + Program Income

FEDERAL FUNDS APPROVED	$ 1135917		$ 1135917
NON-FEDERAL FUNDS APPROVED	$ 0	$ 0	$ 0
PROGRAM INCOME	$ 0	$ 0	$ 0

***Required Justification for Budget Modification**

Due to the passing of the new sexual assault kit DNA testing law in Washington State, effective July 1, 2015, there is a mandate for DNA testing of an estimated 6,000 un-submitted lower priority sexual assault kit cases. These cases,

Attachments:

Filename:	User:	Timestamp:	Action:
RFOQ DNA Kit Chem Validation K12289.pdf	BMakix	09/14/2016 4:52 PM	Delete Attachment
2015 DNA CEBR WSP NEW Budget Detail 9-16-16.pdf	BMakix	09/20/2016 8:24 PM	Delete Attachment
Travel Regs WSP.pdf	BMakix	09/20/2016 8:26 PM	Delete Attachment
GAN Letter (4).pdf	BMakix	09/14/2016 4:41 PM	Delete Attachment

Actions:

Close

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Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OCFMD - Supervisor	nguyenk	09/27/2016 3:44 PM	View Note
Submitted	PO - Grant Manager	BMakix	09/21/2016 12:15 PM	View Note
Change Requested	PO - Grant Manager	hernandv	09/21/2016 8:49 AM	View Note
Change Requested	EXTERNAL - External User	hernandv	09/21/2016 8:49 AM	View Note
Submitted	PO - Grant Manager	BMakix	09/20/2016 8:27 PM	View Note
Change Requested	EXTERNAL - External User	hernandv	09/15/2016 8:34 AM	View Note
Change Requested	PO - Grant Manager	hernandv	09/15/2016 8:34 AM	View Note
Submitted	PO - Grant Manager	BMakix	09/14/2016 4:53 PM	View Note

Draft	EXTERNAL - External User	BMakix	09/14/2016 4:38 PM	View Note

Modify Budget GAN

All Active

Change Requested

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2016 - 12/31/2017
Grantee Address:	PO Box 42602 Olympia, 98504	**Program Office:**	NIJ
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Virginia T Hernandez
Grantee EIN:	91-6001127	**Application Number (s):**	2015-91284-WA-DN
Vendor #:	916001127	**Award Number:**	2015-DN-BX-0047
Project Title:	FY15 DNA Capacity Enhancement and Backlog Reduction for Washington State Patrol	**Award Amount:**	$1,135,917.00

Budget Modification

* All editable Budget fields must contain a numeric value.

Categories	Approved Budget	Requested Changes to Budget	Revised Budget
A. Personnel	$237908	$0	$237908
B. Fringe Benefits	$88976	$0	$88976
C. Travel	$24332	$0	$24332
D. Equipment	$156422	$140479	$296901
E. Supplies	$18600	$0	$18600
F. Construction	$0	$0	$0
G. Contractual	$601059	$-140479	$460580
H. Other	$8620	$0	$8620
TOTAL DIRECT COST	$1135917	$0	$1135917
Total Direct Costs = (Sum of lines A-H)			
INDIRECT COST	$0	$0	$0

TOTAL PROJECT COST	$1135917	$0	$1135917

Total Project Costs = Total Direct Costs + Indirect Cost
Total Project Costs = Federal Funds Approved + Non-Federal Funds + Program Income

FEDERAL FUNDS APPROVED	$1135917		$1135917
NON-FEDERAL FUNDS APPROVED	$0	$0	$0
PROGRAM INCOME	$0	$0	$0

***Required Justification for Budget Modification**

Please see attachments.

Attachments:

Filename:	User:	Timestamp:	Action:
2015-DN-BX-0081 2016-11-14 GAN Summary Letter Signed.pdf	BMakix	05/19/2017 5:12 PM	Delete Attachment
Revised Budget Narrative 2015-DN-BX-0047 Budget Mod GAN#2.docx	BMakix	05/19/2017 5:12 PM	Delete Attachment
2015 DNA CEBR WSP NEW Budget Detail 5-4-17.pdf	BMakix	05/19/2017 5:13 PM	Delete Attachment

Actions:

Close

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Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Submitted	PO - Grant Manager	BMakix	05/19/2017 5:14 PM	View Note
Draft	EXTERNAL - External User	BMakix	05/19/2017 5:11 PM	View Note

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
General Administration Building • PO BOX 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

May 18, 2017

Ms. Virginia T. Hernandez
United States Department of Justice
Bureau of Justice Assistance
810 7th Street NW
Washington DC 20531

Subject: Second Budget Modification Grant Adjustment Notification for
Grant Award No. 2015-DN-BX-0047

Dear Ms. Hernandez,

The Washington State Patrol is requesting an additional budget modification to the 2015 DNA Capacity Enhancement and Backlog Reduction Grant, Award No. 2015-DN-BX-0047. The budget categories, and their respective justifications for modification, are as follows:

Consultants/Contracts: Decreasing from $601,059 to $460,580
Equipment: Increasing from $156,422 to $296,901

The request is to move $140,479 in funds from the Consultants/Contracts budget category to the Equipment category. The move will address a cost savings in the Consultants/Contracts budget category and allows for the needed purchase of six (6) benchtop computers (each with a16 Coprocessor CPU) and twenty-eight (28) laptop computers.

The cost savings in the Consultants/Contracts budget category were due to two factors. First and foremost, performing several contracted validations in-house, due to a delay in addressing union related protocols, and meeting NDIS implementation deadlines. The second factor was the lower than expected/budgeted cost for the validation contract from a competitive bidding process. These cost savings will allow the labs to purchase extra computing power. The benchtop computers will improve the performance of probabilistic genotyping software for more complicated mixtures that often take a prolonged time to process and complete. The twenty-eight new laptops will replace laptops purchased in 2011 that have become outdated.

A change of Scope for the program is not needed since the purchase is consistent with Goal 2, Objective A. The goal is to maintain and increase the capacity of the WSPCLD casework laboratories with the objective to purchase an extraction robot and miscellaneous items including computer equipment (printers).

An extension is not required at this time, as the computers are available for purchase immediately and are supported by our Information Technology Division.

Thank you for your consideration of this budget modification request. If you have any questions, or need additional information, please contact Mr. Simon Tee, WSP Grants and Contracts Manager, at (360) 596-4052 or Simon.Tee@wsp.wa.gov.

Sincerely,

Assistant Chief Jason G. Berry
Commercial Vehicle Enforcement Bureau

JGB:klc
cc: Mr. Robert L. Maki, Budget and Fiscal Services
Mr. Simon L. Tee, Budget and Fiscal Services

FY15 DNA Backlog Reduction Program
Washington State Patrol – Crime Laboratory Division (WSPCLD)
Budget Narrative (Rev. 2/9/16)

Budget Narrative for Personnel - $237,908

To compensate for the overlap with the FY14 award, the budget is projected for 12 months instead of 24 months. The Information Technologist 4 remains a key position required to install updates and maintain the computer network for the DNA instruments, robotics and software for analyst laptops statewide in the 5 casework DNA labs and 1 database DNA lab. The Information Technologist 4 is currently filled. The 3 laboratory technician positions are to support the Marysville, Cheney/Spokane and Vancouver laboratories by doing quality control and quality assurance checks of instrumentation and reagents, as well as prepare reagents for analyst use. The technician positions supported on previous awards are currently filled. The WSP also requests Overtime costs to support 38 full-time casework analysts at a rate of $42.14 per hour. These analysts will be directly involved in the screening, analysis, and interpretation of forensic DNA cases, as well as the review and upload of any CODIS-eligible profiles.

Budget Narrative for Fringe Benefits: $88,976

The WSP is requesting fringe benefits at a rate of 7.65% for FICA, 11.18% for Retirement and $880/mo for Health Insurance in all personnel requests. The WSP is also requesting Workman's Comp at a rate of $33/mo and $140/mo respectively for additional IT and scientist positions. The rates represent actual costs paid for these employee groups. Unemployment Compensation is not represented in our fringe benefit calculations because the WSP is billed directly for this benefit when it is provided to a former employee, so does not pay this tax.

Budget Narrative for Travel: $24,332

We are requesting travel funds for 4 analysts to attend the AAFS meeting in New Orleans; 4 analysts to attend the 2016 Promega ISHI conference in Minneapolis; 1 database analyst to attend the 2016 FBI CODIS conference (location to be determined), 2 analysts to attend the 2015 BODE Conference West in San Diego; 1 analyst to attend the Green Mountain DNA Conference in Vermont and 2 analysts to attend the 2016 NWAFS meeting in Boise. Rates for airfare were estimated using the state contracted airline. Rates for hotel and meals are the State of Washington rates (which mirror the Joint Federal Travel Regulations) for the areas where the conference will be held. Analysts will attend scientific sessions, attend workshops for continuing education, and will visit vendor booths.

Budget Narrative for Equipment: ~~$156,422~~ to $296,901

The purchase will follow required state of Washington purchasing rules. The Seattle lab is to acquire a new EZ1 Advanced DNA extraction robot, 3 evidence storage freezers, and incubator shaker to replace aging equipment. The Tacoma, Vancouver and Cheney DNA labs are to acquire alternative lighting

systems with IR camera capability for finding bloodstains on dark clothing and for other evidence examination procedures. In addition, we need to also purchase six (6) benchtop computers (each with a 16 Coprocessor CPU) and twenty-eight (28) laptop computers. The six benchtop computers are required to do complex mixtures using probabilistic genotyping software. Procurement of probabilistic software is currently in progress. These computers will be critical in the validation and support of this software. The twenty-eight laptops are needed to replace aging laptops purchased for DNA analysts back in 2011. Frequent repairs are a current issue that slows DNA analysis productivity and the new laptops will help reduce the incidence repairs and help maintain efficiency.

Budget Narrative for Supplies: $18,600

The microcentrifuge, 5 minicentrifuges, 4 cameras, color printer and small desktop printer are all for the Seattle DNA lab. These are supplies to replace worn out items and are necessary to maintain the working efficiency of the lab. The cameras are used to record biological stains removed from evidence for DNA extraction. The printers are for case file documentation. The centrifuges are used in the DNA analysis bench process.

Budget Narrative for Consultants/Contracts: ~~$601,059~~ to $460,580

Funds will be used for outsourcing validation of expanded CODIS core loci, Direct amp expanded loci and expanded YSTR kits for casework and the database labs as appropriate. This will be by competitive procurement. The casework outsourcing component of this application is for cases such as DNA analysis of older lower priority sexual assault kits not previously submitted to the crime lab for analysis but are now mandated to do done by State law, property crimes and other lower priority cases which increase turnaround times. Also, case requests for services currently not provided by WSP such as complex mixture analysis by probabilistic methods and mitochondrial DNA analysis will be outsourced, if necessary. The Washington State Patrol currently has an FBI Quality Assurance Standard 17 approved DNA vendor however a competitive procurement is planned.

Budget Narrative for Other: $8,620

The WSP is requesting registration and workshop fees for 4 analysts to attend the American Academy of Forensic Sciences meeting (AAFS), 5 analysts to attend the International Symposium on Human Identification (Promega), 2 analysts to attend the Bode Technical Conference, 1 analyst for the Green Mountain Conference and 2 analysts for the NWAFS meeting.

General Instructions & Resources View Budget Summary

OMB APPROVAL NO.: 1121-0329
EXPIRES 7/31/2016

Budget Detail Worksheet

(1) **Purpose:** The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal (match) amount in the appropriate category, if applicable.

(2) For each budget category, you can see a sample by clicking (To View an Example, Click Here) at the end of each description.

(3) There are various hot links listed in red in the budget categories that will provide additional information via documents on the internet.

(4) **Record Retention:** In accordance with the requirements set forth in 2 CFR Part 200.333 , all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.

(5) The information disclosed in this form is subject to the Freedom of Information Act under 5 U.S.C. 55.2.

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (*Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50)* To View an Example, Click Here

PERSONNEL (FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
TBD	Lab Tech 3 (x3)	$44,712.00	Year	100.00	3	$134,136
TBD	Information Tech 4	$61,632.00	Year	100.00	1	$61,632
Casework Overtime - various	Forensic Scientist 3	$42.14	Hour	100.00	1000	$42,140
					FEDERAL TOTAL	$237,908

PERSONNEL NARRATIVE (FEDERAL)

To compensate for the overlap with the FY14 award, the budget is projected for 12 months instead of 24 months. The Information Technologist 4 remains a key position required to install updates and maintain the computer network for the DNA instruments, robotics and software for analyst laptops statewide in the 5 casework DNA labs and 1 database DNA lab. The Information Technologist 4 is currently filled. The 3 laboratory technician positions are to support the Marysville, Cheney/Spokane and Vancouver laboratories by doing quality control and quality assurance checks of instrumentation and reagents, as well as prepare reagents for analyst use. The technician positions supported on previous awards are currently filled. The WSP is requesting support for the salary for 12 months of two Forensic Scientist 3's who will be responsible for DNA screening and analysis for casework. The WSP is also requesting support for the salary for 12 months of one Forensic Scientist 3 who will be responsible for DNA analysis of convicted offender samples in the CODIS database lab. The WSP also requests Overtime costs to support 38 full-time casework analysts at a rate of $42.14 per hour. These analysts will be directly involved in the screening, analysis, and interpretation of forensic DNA cases, as well as the review and upload of any CODIS-eligible profiles.

PERSONNEL (NON-FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			$0
					NON-FEDERAL TOTAL	$0

PERSONNEL NARRATIVE (NON-FEDERAL)

TOTAL PERSONNEL	$237,908

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (*Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)* **To View an Example, Click Here**

FRINGE BENEFITS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
Lab Tech 3 (x3)	$134,136.00	0.4621	$61,984
Information Tech 4	$61,632.00	0.3661	$22,563
Casework Overtime	$42,140.00	0.1051	$4,429
		FEDERAL TOTAL	$88,976

FRINGE BENEFITS NARRATIVE (FEDERAL)

The Washington State Patrol's Health Insurance and Workman's Comp are fixed monthly rates. To determine the fringe benefit rate for each personnel category, the monthly rates are shown below at the percentage they represent of each respective salary.

Lab Tech 3 - 46.21%:
FICA 7.65%
Retirement 11.18%
Workman's Comp ($140 mo) 3.76%
Health Insurance ($880 mo) 23.62%

Information Tech 4 - 36.61%:
FICA 7.65%
Retirement 11.18%
Workman's Comp ($33 mo) 0.64%
Health Insurance ($880 mo) 17.13%

Casework Overtime - 10.51%
FICA 7.65%
Workman's Comp ($140 mo) 2.86%

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
NON-FEDERAL TOTAL			$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

TOTAL FRINGE BENEFITS	$88,976

C. Travel – Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category. To View an Example, Click Here

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
American Society of Forensic Sciences (AAFS) 2017	New Orleans, LA	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$151.00	Night	6	4	1	$3,624.00	
		Meals	$71.00	Day	7	4	1	$1,988.00	
		Mileage		Mile				$0.00	
		Transportation: Airfare	$650.00	Round-trip		4	1	$2,600.00	
		Local Travel						$0.00	
		Other: Misc. bag fees/ ground transp.	$100.00		1	4	1	$400.00	
		Subtotal						$8,612.00	$8,612
Promega - International Symposium on Human Identification, 2016	Minneapolis, MN	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$135.00	Night	5	4	1	$2,700.00	
		Meals	$71.00	Day	6	4	1	$1,704.00	
		Mileage		Mile				$0.00	
		Transportation: Airfare	$450.00	Round-trip		4	1	$1,800.00	
		Local Travel						$0.00	
		Other: Misc. bag fees/ ground transp.	$100.00		1	4	1	$400.00	
		Subtotal						$6,604.00	$6,604

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
CODIS Conference 2016	TBD	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$211.00	Night	4	1	1	$844.00	
		Meals	$71.00	Day	4	1	1	$284.00	
		Mileage		Mile				$0.00	
		Transportation: Airfare	$598.00	Round-trip		1	1	$598.00	
		Local Travel						$0.00	
		Other: Misc. bag fees/ ground transp.	$100.00		1	1	1	$100.00	
		Subtotal						$1,826.00	$1,826
Bode Conference West 2016	San Diego	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$139.00	Night	4	2	1	$1,112.00	
		Meals	$71.00	Day	4	2	1	$568.00	
		Mileage		Mile				$0.00	
		Transportation: Airfare	$800.00	Round-trip		2	1	$1,600.00	
		Local Travel						$0.00	
		Other						$0.00	
		Subtotal						$3,280.00	$3,280

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
Green Mountain Conference 2016	Burlington, VT	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$124.00	Night	4	1	1	$496.00	
		Meals	$66.00	Day	4	1	1	$264.00	
		Mileage		Mile				$0.00	
		Transportation: Airfare	$750.00	Round-trip		1	1	$750.00	
		Local Travel						$0.00	
		Other: Misc. bag fees/ ground transp.	$100.00		1	1	1	$100.00	
		Subtotal						$1,610.00	$1,610
NWAFS	Boise, ID	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$99.00	Night	5	2	1	$990.00	
		Meals	$71.00	Day	5	2	1	$710.00	
		Mileage		Mile				$0.00	
		Transportation: Airfare	$250.00	Round-trip		2	1	$500.00	
		Local Travel						$0.00	
		Other: Misc. bag fees/ ground transp.	$100.00		1	2	1	$200.00	
		Subtotal						$2,400.00	$2,400
								FEDERAL TOTAL	$24,332

TRAVEL NARRATIVE (FEDERAL)

We are requesting travel funds for 4 analysts to attend the AAFS meeting in New Orleans; 4 analysts to attend the 2016 Promega ISHI conference in Minneapolis; 1 database analyst to attend the 2016 FBI CODIS conference (location to be determined), 2 analysts to attend the 2015 BODE Conference West in San Diego; 1 analyst to attend the Green Mountain DNA Coference in Vermont and 2 analysts to attend the 2016NWAFS meeting in Boise. Rates for airfare were estimated using the state contracted airline. Rates for hotel and meals are the State of Washington rates (which mirror the Joint Federal Travel Regulations) for the areas where the conference will be held. Analysts will attend scientific sessions, attend workshops for continuing education, and will visit vendor booths.

TRAVEL (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								NON-FEDERAL TOTAL	$0

TRAVEL NARRATIVE (NON-FEDERAL)

TOTAL TRAVEL	$24,332

D. Equipment – List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. **To View an Example, Click Here**

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
EZ1 Advanced XL - DNAextraction robot (Seattle)	1	$42,821.78	$42,822
Alternative Lighting System (Tacoma, Vancouver, Cheney)	3	$30,000.00	$90,000
Upright Evidence Freezer (Seattle)	3	$6,333.33	$19,000
VorTemp 56 incubator shaker for lysis (Seattle)	2	$2,300.00	$4,600
16 Coprocessor Benchtop computer workstation (all labs)	6	$9,395.00	$56,370
HP laptops (all labs)	28	$3,003.89	$84,109
		FEDERAL TOTAL	$296,901

EQUIPMENT NARRATIVE (FEDERAL)

The purchases will follow required state of Washington purchasing rules. The Seattle lab is to acquire a new EZ1 Advanced DNA extraction robot, 3 evidence storage freezers, and incubator shaker to replace aging equipment. The Tacoma, Vancouver and Cheney DNA labs are to acquire alternative lighting systems with IR camera capability for finding bloodstains on dark clothing and for other evidence examination procedures.
The 6 benchtop computers are required to be able to do complex mixtures using probabilistic genotyping software. Procurement of probabilistic software is currently in progress. These computers will be critical in the validation and support of this software. The 28 laptops are needed to replace aging laptops purchased for DNA analysts back in 2011. Frequent repairs are a current issue that slows DNA analysis productivity and the new laptops will help reduce the incidence repairs and help maintain efficiency.

EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			$0
		NON-FEDERAL TOTAL	$0

EQUIPMENT NARRATIVE (NON-FEDERAL)

TOTAL EQUIPMENT	$296,901

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than $5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

To View an Example, Click Here

SUPPLIES (FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
Eppendorf 5424 microcentrifuge (Seattle)	1	$3,000.00	$3,000
Minicentrifuge - benchtop (Seattle)	5	$1,200.00	$6,000
Canon Power Shot G12 cameras or better (Seattle)	4	$900.00	$3,600
Color printer (Seattle)	2	$2,000.00	$4,000
Small desktop printer (Seattle)	2	$1,000.00	$2,000
		FEDERAL TOTAL	$18,600

SUPPLIES NARRATIVE (FEDERAL)

The microcentrifuge, 5 minicentrifuges, 4 cameras, color printer and small desktop printer are all for the Seattle DNA lab. These are supplies to replace worn out items and are necessary to maintain the working efficiency of the lab. The cameras are used to record biological stains removed from evidence for DNA extraction. The printers are for case file documentation. The centrifuges are used in the DNA analysis bench process.

SUPPLIES (NON-FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			$0
		NON-FEDERAL TOTAL	$0

SUPPLIES NARRATIVE (NON-FEDERAL)

TOTAL SUPPLIES	$18,600

F. Construction – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. **To View an Example, Click Here**

CONSTRUCTION (FEDERAL)

Purpose	Description of Work	Cost
	FEDERAL TOTAL	$0

CONSTRUCTION NARRATIVE (FEDERAL)

CONSTRUCTION (NON-FEDERAL)

Purpose	Description of Work	Cost
	NON-FEDERAL TOTAL	$0

CONSTRUCTION NARRATIVE (NON-FEDERAL)

TOTAL CONSTRUCTION	$0

G. Consultants/Contracts – Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of $650 per day or $81.25 per hour require additional justification and prior approval from OJP. **To View an Example, Click Here**

CONSULTANT FEES (FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		$0
				SUBTOTAL	$0

CONSULTANT FEES NARRATIVE (FEDERAL)

CONSULTANT FEES (NON-FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		$0
				SUBTOTAL	$0

CONSULTANT FEES NARRATIVE (NON-FEDERAL)

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								SUBTOTAL	$0
								FEDERAL TOTAL	$0

CONSULTANT EXPENSES NARRATIVE (FEDERAL)

CONSULTANT EXPENSES (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								SUBTOTAL	$0
								NON-FEDERAL TOTAL	$0

CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)

TOTAL CONSULTANTS	$0

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of $150,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award. Note: This budget category may include subawards.

CONTRACTS (FEDERAL)

Item	Cost
Validation of expanded loci STR kits	$200,000
Forensic DNA/biology cases	$260,580
FEDERAL TOTAL	$460,580

CONTRACTS NARRATIVE (FEDERAL)

Funds will be used for outsourcing validation of expanded CODIS core loci, Direct amp expanded loci and expanded YSTR kits for casework and the database labs as appropriate. This will be by competative procurement. The casework outsourcing component of this application is for cases such as DNA analysis of older lower priority sexual assault kits not previously submitted to the crime lab for analysis but are now mandated to do done by State law property crimes and other lower priority cases which increase turnaround times. Also, case requests for services currently not provided by WSP such as complex mixture analysis by probalistic methods and mitochondrial DNA analysis will be outsourced, if necessary. The Forensic Investigations Council appointed by the Governor provides guidance regarding the selection of the State's DNA vendor to meet the needs of prosecutors and police agencies.

CONTRACTS (NON-FEDERAL)

Item	Cost
NON-FEDERAL TOTAL	$0

CONTRACTS NARRATIVE (NON-FEDERAL)

TOTAL CONTRACTS	$460,580
TOTAL CONSULTANTS/CONTRACTS	$460,580

H. Other Costs – List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. **To View an Example, Click Here**

OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
AAFS 2017 registration	4	each	$495	1	$1,980
AAFS workshop	4	each	$200	1	$800
Promega HID registration	4	each	$645	1	$2,580
Promega workshop	4	each	$225	1	$900
BODE West registration	2	each	$745	1	$1,490
Green Mtn Conference registration	1	each	$250	1	$250
NWAFS registration plus 1 workshop	2	each	$310	1	$620
				FEDERAL TOTAL	$8,620

OTHER COSTS NARRATIVE (FEDERAL)

The WSP is requesting registration and workshop fees for 4 analysts to attend the American Academy of Forensic Sciences meeting (AAFS) in New Orleans LA, 5 analysts to attend the International Symposium on Human Identification (Promega) in Minneapolis MN, 2 analysts to attend the Bode Technical Conference in San Diego CA, 1 analyst for the Green Mountain Conference Burlington VTand 2 analysts for the NWAFS meeting in Boise ID.

OTHER COSTS (NON-FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					$0
				NON-FEDERAL TOTAL	$0

OTHER COSTS NARRATIVE (NON-FEDERAL)

TOTAL OTHER COSTS	$8,620

I. **Indirect Costs** – Indirect costs are allowed if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency , or the applicant may elect to charge a deminimis rate of 10% of modified total direct costs as indicated in 2 CFR Part 200.414f . If the applicant's accounting system permits, costs may be allocated in the direct cost categories. (*Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73)* **To View an Example, Click Here**

INDIRECT COSTS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		FEDERAL TOTAL	$0

INDIRECT COSTS NARRATIVE (FEDERAL)

INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		NON-FEDERAL TOTAL	$0

INDIRECT COSTS NARRATIVE (NON-FEDERAL)

TOTAL INDIRECT COSTS	$0

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	$237,908	$0	$237,908
B. Fringe Benefits	$88,976	$0	$88,976
C. Travel	$24,332	$0	$24,332
D. Equipment	$296,901	$0	$296,901
E. Supplies	$18,600	$0	$18,600
F. Construction	$0	$0	$0
G. Consultants/Contracts	$460,580	$0	$460,580
H. Other	$8,620	$0	$8,620
Total Direct Costs	$1,135,917	$0	$1,135,917
I. Indirect Costs	$0	$0	$0
TOTAL PROJECT COSTS	$1,135,917	$0	$1,135,917

Federal Request	$1,135,917
Non-Federal Amount	$0
Total Project Cost	$1,135,917

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Closeout Package Status

Final Progress Report

Final SF-269 Financial Report

Special Condition Compliance

Financial Reconciliation

Programmatic Requirements

Closeout Instructions

Complete 'No Cost Extension' GAN

Grant Contact Information

Help/Frequently Asked Questions

GMS Home

Log Off

Closeout

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Standard Closeout Package Status

Grantee Name: Washington State Patrol
Award Number: 2015-DN-BX-0047
Project Period Begin Date: 01/01/2016
Closeout Status: Approved-Final
Grant Manager: Monte Evans

OJP Vendor Number: 916001127
Project Period End Date: 12/31/2017
Status Date: 04/03/2018

Original Award Amount	$1,135,917.00	De-Obligation Amount	$0.00	Adjusted Award Amount	$1,135,917.00
Disbursed Amount	($1,135,917.00)				

Requirement	Status	Last Submission Date
Final Progress Report	Complete	03/15/2018
Final Financial Status Report	Complete	02/09/2018
Special Condition Compliance	Complete	03/17/2016
Financial Reconciliation	Complete	03/27/2018
Programmatic Requirements Certification	Complete	03/15/2018

Record Retention
All project-related material, programmatic and financial, must be retained for at least three years from the date of this Notice. Materials must be maintained beyond the required three years if your organization has been notified within the three year period that Federal examination is required for purposes such as, litigation, claim, negotiation, audit, other action involving the records, or if audit issues remain open. Records may be retained in paper, electronic, or a combination of formats.

Closeout Text
This grant has met all financial reporting and programmatic requirements and is deemed officially closed.

Closeout Documents			
User	Role	Document	Date

Attachments:
None

Actions:

Print Cancel

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	Closeout Team Leader	Rolley, Todd	04/03/2018 8:16 AM	N/A
Submitted	External Drawdown Role	Hattell, Curt	03/15/2018 6:57 PM	N/A

Authorized Signing Official

Name: Alissa Genovese **Title:** Division Director **Program Office:** NIJ

Spokane Regional Safe Streets Task Force
1100 West Mallon
Spokane, Washington 99260-0300

SPOKANE REGIONAL SAFE STREETS TASK FORCE

OPERATIONAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY THE FOLLOWING PARTIES PURSUANT TO RCW 39.34 AND RCW 10.93. IT DESCRIBES THE DURATION, PURPOSE, FORMATION, ADMINISTRATION, TERMINATION, AND FINANCING OF THE SPOKANE REGIONAL SAFE STREETS TASK FORCE (SRSSTF).

THIS AGREEMENT REPLACES THE AGREEMENT SIGNED BY THE REPRESENTATIVE AGENCY HEADS IN 2014, AND FILED WITH THE SPOKANE COUNTY AUDITOR, FILE #6364716.

I. PURPOSE

Spokane County and the surrounding region have experienced a continuing increase in illegal drug manufacturing and trafficking, along with an increase in related criminal activity. Experience has shown that individual agencies, acting separately, do not have the capacity to significantly impact the mid to upper level manufacturing, trafficking, and distribution of illegal drugs.

The purpose of the multi-jurisdictional drug and gang task force, known as the Spokane Regional Safe Streets Task Force (SRSSTF), is to provide a coordinated and concentrated effort to identify, disrupt, and dismantle existing and emerging violent gangs and mid to upper level drug trafficking organizations operating in the Spokane County area thereby reducing the availability, use and trafficking of illegal drugs, guns, and the profits of their criminal enterprise. The SRSSTF will maintain, equip, train, and operate efficient investigative, intelligence, and proactive suppression components capable of immediate response to the most serious criminal acts.

II. ORGANIZATION

The Spokane County Sheriff's Office (SCSO), Spokane Valley Police Department (SVPD), Spokane Police Department (SPD), and the Washington State Patrol (WSP) each agree to assign full-time commissioned officers to the SRSSTF in compliance with the annual Washington State Department of Commerce JAG Grant application.

The WSP agrees to assign one full-time Sergeant, who in conjunction with the assigned SCSO/SVPD, and SPD Sergeants will share in the duties as unit supervisors. They will be responsible for supervision of day-to-day Task Force operations, pursuant to the direction of the Task Force Commander.

The SCSO/SVPD agrees to assign one full-time Sheriff Technical Assistant for clerical support. The SCSO/SVPD agrees to assign four full-time detectives, one full-time deputy and one full-time Sergeant.

The SCSO/SVPD also agrees to assign a Captain or Lieutenant who will have the responsibility of SRSSTF Commander. The Task Force Commander may have other duties within the SCSO/SVPD, but will dedicate the necessary time to the administration of the SRSSTF.

The SPD agrees to assign two full time detectives, one full time Corporal, one full-time officer, and one full-time Sergeant.

The Spokane County Prosecuting Attorney's Office (SCPAtty) agrees to assign prosecutors to the SRSSTF. Assigned prosecutors will have the responsibility to prosecute criminal and civil forfeiture cases generated and filed by the SRSSTF.

All persons assigned to the SRSSTF shall work under the direct supervision of the unit supervisors. All persons assigned to the unit shall adhere to the rules and regulations as set forth in the SRSSTF policy and procedures manual, applicable FBI and/or DEA policies and procedures, as well as their individual departmental rules, policies and procedures. Variance between SRSSTF policy and procedures and individual agency rules, policies and procedures shall require the employee to comply with his/her individual agency rules, policies, and arid procedures. When operating under the authority of their FBI or DEA credentials, Task Force members shall adhere to that agency's respective policies and procedures.

For the purpose of indemnification of participating agencies against any losses, damages, or liabilities arising from the activities of the SRSSTF, the assigned personnel shall be deemed to be continuing under the employment of his/her individual agency. Each agency contributing personnel to the SRSSTF will continue that employee as an employee of the contributing agency and will be solely responsible for the employee.

Any duly sworn peace officer, while assigned to the SRSSTF and working at the direction of the Board of Directors, the SRSSTF Commander, and the unit supervisors, shall have the same powers, duties, privileges, and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction.

Travel Policy

For the purpose of establishing a single travel policy for all persons assigned to the SRSSTF, regardless of the individual person's department or agency. All persons assigned to the SRSSTFTF, while traveling on either day trip or per diem, will comply with Spokane County's travel policy that is in effect at the time of the travel. (Amendment to Task Force Operational Agreement (#6006742), Auditor File Number #6100830).

III. ADMINISTRATION

Overall governance of SRSSTF operations, including the setting of investigative priorities and general operating procedures, will be vested in a Board of Directors (BOD) consisting of the elected official/agency executive, or their designee, from each participating organization. Each member of the Board of Directors will have an equal vote in SRSSTF business. In the absence of a majority vote, the deciding vote will be cast by the executive director of the Board of Directors. The Executive

Director shall be the elected official/ agency executive of the organization which serves as the fiscal agent and Contractor under the Justice Assistance Grant (JAG)- Drug Interdiction Program.

Under the direction of the Board of Directors, the SRSSTF Commander shall act as the principal liaison and facilitator between the Board and SRSSTF. The SRSSTF Commander will be responsible for keeping the Board informed on all matters relating to the function, expenditures, accomplishments, and challenges of the SRSSTF.

The Board of Directors may meet monthly to review the SRSSTF activities and policies. Extra sessions can be called by any member of the Board, or at the request of the SRSSTF Commander. When the Board votes on any matter, a majority shall be required for passage. In the absence of a majority vote, the executive director of the Board of Directors will cast the deciding vote. In an emergency, the SRSSTF Commander may conduct a telephone poll of the Board to resolve an issue.

Full time participation in the SRSSTF by additional agencies will occur only if a memorandum of understanding (MOU) has been completed between the SRSSTF BOD and the new participating agency. Once the MOU is established, the new agency may be awarded a seat and a vote as a member of the SRSSTF Board of Directors (BOD). Additional local agencies may, with a formal MOU, participate in a limited role and with approval of the Task Force Commander. Federal agencies may participate in the task force without a formal MOU, which will result in a limited role and with the approval of the Task Force Commander. Federal Agencies who do not establish an MOU with the BOD may have a vote and may be considered members of the SRSSTF BOD, with prior approval of the BOD.

The SRSSTF works in concert with the FBI-led Spokane Violent Crime Gang Enforcement Team/Safe Streets Task Force (SVCGET) wherein task force personnel for both task forces are identical. Both the SRSSTF and the SVCGET share the same mission to disrupt and dismantle violent gangs and other criminal enterprises responsible for drug trafficking and other criminal activity. In the event of conflict regarding supervision and operation of the task force, the SUPERVISION AND CONTROL and OPERATIONS sections of the MOUs between the FBI and individual agencies will supersede this MOU.

IV. TASK FORCE BUDGET / FINANCIALS

The SRSSTF will have four funding sources. These sources will be used for the SRSSTF maintenance and operation and capital expenses, as well as some personnel expenses, as set forth in the annual SRSSTF JAG Grant contract and budget. SRSSTF funding will be detailed in an annual SRSSTF budget, approved by the BOD.

A. Local Funds.
Each Participating Agency will be responsible for all wages and benefits, and standard-issue equipment for its assigned employees. The only exception to this responsibility will be for the administrative assistant position within the Task Force. The administrative assistant's position will be funded by Byrne JAG grants funds. Since grant and forfeiture funds change annually the personnel costs will also change. The division of personnel expenses between the SRSSTF budget and participating agencies will be addressed annually by the BOD, during the budget process.

B. Byrne JAG Grant funds.
The second funding source will be the JAG Grant funds administered each year by the Washington State Department of Commerce. The SCSO will be the contracting agency for the

grant and will have the responsibility of administering the grant through the SRSSTF Commander.

C. Forfeiture funds.
The third funding source will be forfeited funds generated by the enforcement activities of the SRSSTF. The forfeited funds are maintained by the Spokane County Auditor in a designated unreserved fund balance accounts. The forfeited funds will be used in accordance with state statute (RCW 69) and the federal asset sharing guidelines. The SCSO as the contracting agency for the grant will have the responsibility of administering the forfeiture funds through the SRSSTF Commander.

D. HIDTA funds.
The fourth funding source for SRSSTF activities will be available HIDTA (High Intensity Drug Trafficking Area) funds. The SCSO is the fiduciary for HIDTA funds. HIDTA funds are distributed through the SRSSTF unit supervisors to enhance and support partnerships with other Spokane County narcotic law enforcement entities. HIDTA funds may be dispersed, at the direction of the SRSSTF unit supervisors, to support cooperative investigations targeting illicit, existing and emerging violent gangs, and mid to upper level drug trafficking organizations operating in Spokane County area and the surrounding region.

The SRSSTF Commander will have responsibility for the management of the SRSSTF budget and funds, subject to the direction and approval of the BOD.

V. SEIZED ASSETS AND REVENUE

A. Seized Assets.
Items seized as the result of a Task Force investigation will be processed by the Agency with administrative responsibility for the Task Force and in accordance with state and federal laws. Monetary assets awarded to the Task Force will be deposited into the designated unreserved fund account. Non-monetary assets will be disposed of in accordance with state and federal law by the SRSSTF. The proceeds from those items will be deposited into the designated unreserved fund account. The monetary assets and the proceeds from non-monetary assets seized as a result of a Task Force investigation shall be collectively referred to as "Forfeited Funds."

B. Forfeited Revenue Distribution.
In June of the calendar year, the Forfeited Fund account will be reviewed. After approved expenditures and required payments have been made, the amount above the approved threshold balance of $300,000 will be divided equally between the Participating Agencies.

C. Reporting/Tracking Expenditures of Task Force Forfeited Revenue.
Each Participating Agency is responsible for adhering to state and federal laws for the use of drug-related seizure monies distributed to them. All federal funds that are distributed to a Participating Agency must be tracked and reported per federal asset-sharing regulations. By accepting forfeiture funds, each Participating Agency acknowledges its compliance with state and federal laws regarding the receipt and expenditure of drug-related forfeiture revenue.

VI. COMPLIANCE WITH THE LAW

The Task Force and all its members shall comply with all federal, state, and local laws affecting the Task Force. The Participating Jurisdictions acknowledge that:

A. The proceeds of forfeited property must be used only for law enforcement activities related to controlled substances. RCW 69.50.505 (9) and (10) require that 10% of the net proceeds of forfeited property be remitted to the state treasurer for deposit in the general fund. The remaining portion may be used only for "controlled substances related law enforcement activities".

B. Furthermore, proceeds derived from local government participation in federal seizures and forfeitures of property must be used only for law enforcement purposes as defined in the *Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies* ("Guide") published by the United States Department of Justice. The *Guide* expressly enumerates both permissible and impermissible uses of funds. Accounting procedures and internal controls established in the *Guide* must also be followed, including the prohibition of commingling equitable shared Department of Justice Funds with funds from any other source, subject to audit by the United States General Accounting Office.

C. Pursuant to the statute and guidelines, proceeds from both state and federal forfeitures may not be used to supplant preexisting funding sources.

The provisions of this Agreement shall be interpreted and administered in order to ensure compliance with these legal requirements.

VII. MANNER OF ACQUIRING/DISPOSING OF PROPERTY USED

Property/equipment supplied to the SRSSTF by a particular agency will remain the property of that agency. Property/equipment purchased with the grant or matching funds will remain with the SRSSTF as long as it is operating. Funding and expenditures will be documented. In the event the SRSSTF is disbanded, property/equipment belonging to the SRSSTF and any remaining forfeited funds will be distributed equally to the participating agencies on a pro-rated basis commensurate with participation since the inception the SRSSTF, after compliance with all applicable requirements of the JAG grant contract, RCW 69 and the federal asset sharing guidelines regarding property/equipment acquired with grant and/or forfeiture funds.

VIII. PUBLIC DISCLOSURE REQUESTS

The Spokane County Sheriff's Public Disclosure Office will be responsible for all public disclosure requests in regards to cases assigned to the Spokane Safe Street Task Force as noted in the RMS system and will respond according to the Washington State Public Records Act RCW 42.56 and all other applicable RCW's. The Task Force is comprised of the Washington State Patrol, City of Spokane Police Department, Spokane County Sheriff's Office, and Federal partners. Any requests for information on cases that have been adopted by a federal agency, as well as those adopted by the Washington State Patrol, will have to go through those respective agencies for their public disclosure response and process.

IX. TERMINATION OF AGREEMENT

Participating agencies may withdraw from the SRSSTF by written statement of termination directed to the Board of Directors. Tennination of the agency's participation will take place automatically thirty (30) days after receipt of the written notification, or immediately upon written notification that the agency is unable to sustain the necessary funding for participation. Other than the disbanding of the SRSSTF, no agency will be awarded SRDGTF forfeiture funds as a result of the agency terminating participation in the SRSSTF. If, at any time Task Force participating agencies are not able to comply with the personnel requirements set forth in the annual JAG grant application, the SRSSTF will be disbanded and the property/equipment and any remaining forfeited funds will be dispersed as described in section V.

X. DURATION OF AGREEMENT

This agreement shall remain valid as long as law enforcement agencies continue to assign personnel to the SRSSTF and abide by the agreement.

To maintain continuity and validity of the agreement the newly elected official or newly appointed department head of any signing agency will be asked to review and sign an identical agreement. As required by RCW 39.34 this and subsequent agreements will be filed with the Spokane County Auditor.

XI. AGREEMENT

On behalf of my agency, I hereby agree to participate inthe SRSSTF in accordance with the policies set forth in thisagreement.

Signature	Date	Agency
*	9/14/15	Spokane County Sheriff's Office
	9/15/15	Spokane Valley Police Department
*	9/22/15	Spokane Police Department
*	10-22-15	Washington State Patrol WSP Contract No. K11379
*	9/22/15	Spokane County Prosecuting Attorney's Office

*Signature of elected official/department head of participating city, county, tribal, state, or federal agency.

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
WASHINGTON STATE PATROL (WSP)

TASK FORCE FILE # 281C-SE-C91986

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized Spokane Regional Safe Streets Task Force (SRSSTF) as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the Washington State Patrol located at 210 11th Ave SW, Olympia, WA 98504, Taxpayer Identification Number: Code 45 Phone Number: 509-456-4101 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the agency for overtime payments made to the officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2013, must be received by the FBI by December 31, 2013. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

8/19/15
Date
CFO

FOR THE FBI:

9/3/15
Special Agent in Charge Date

9/25/2015
Contracting Officer Date
FBI Headquarters

Mark T. Ukleja
Contracting Officer
Federal Bureau of Investigation

COPY

United States Marshals Service
Violent Offender Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:
This Memorandum of Understanding (MOU) is entered into by the
Washington State Patrol
and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (*See also)* "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (*See also)* Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (*See also)* 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:
The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:
The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:
In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:
If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:
Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the VOTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official VOTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:
Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:
Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:
All members of the VOTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA
Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:
This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District: Western District of Washington

(A) **United States Marshal:**

DAVID Y. MILLER
Print Name

Signature

11-23-2015
Date

Participant Agency:
Name: WASHINGTON STATE PATROL
Location (City & State): Olympia, WA
Phone: 360-596-4000

Participant Agency Representative:

Deputy Chief G. Curt Hattell
Print Name & Title

Signature

11-4-15
Date

Assistant Director, Investigative Operations Division:

Derrick Driscoll
Print Name

Signature
Derrick Driscoll
Assistant Director
Investigative Operations Division

11/30/15
Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C	192116PTE0091P0027.1	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 400 15th Street SW Auburn WA 98001	OPO/FPS/WEST CCG/	NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 400 15th Street SW Attn:Karl H Johnson Auburn WA 98001	OPO/FPS/WEST CCG/F

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA WA 985042602	(x)	
		9B. DATED *(SEE ITEM 11)*
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQWA-16-C-00001
		10B. DATED *(SEE ITEM 13)* 09/10/2015
CODE 8088838540000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule — Net Increase: $9,110.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

192116PTE0091P0027

(WSP No C110225GSC)
COR: Cheryl Domingo, 253-876-6827, cheryl.j.domingo@hq.dhs.gov
CO: Karl H. Johnson, 253-876-6836, karl.h.johnson@hq.dhs.gov

Radio Dispatch Services from the Washington State Patrol.
DO/DPAS Rating: NONE
-
A. The purpose of this modification is to administratively add the lines of accounting applicable to the FY-16 obligation and to remove the "Subject to the Availability of Funds"
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Karl H. Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	10/16/2015

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(SAF) statement. B. As a result of this modification, the total ceiling amount of this task order remains unchanged at $45,350.00. C. Period of Performance: 10/01/2015 through 09/30/2016. LIST OF CHANGES: Reason for Modification: Funding Only Action New Total Amount for this Version: $9,110.00 New Total Amount for this Award: $45,350.00 Obligated Amount for this Modification: $9,110.00 New Total Obligated Amount for this Award: $9,110.00 Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2015 to 09/30/2020 Change Item 0001 to read as follows(amount shown is the total amount): ********** Base Year: 10/01/2015 - 09/30/2016 **********				
0001	Access User Fee Obligated Amount: $4,260.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: $4,260.00 Change Item 0002 to read as follows(amount shown is the total amount):	12	MO	355.00	4,260.00
0002	Radio Communications Service Transactions Obligated Amount: $4,800.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $4,800.00 Change Item 0003 to read as follows(amount shown is the total amount): Continued ...	12	MO	400.00	4,800.00

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Obligated Amount: $50.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $50.00 * ********** Additional CO Invoice Approving Officials: CO: Jennifer Goss, 253-876-6828, jennifer.j.goss@hq.dhs.gov CO: Dolor Alegrado, 253-876-6813, dolor.e.alegrado@hq.dhs.gov CO: Gilbert Olivas, (303)236-7931 X-261, Gilbert.Olivas@hq.dhs.gov CO: Jeannie Hoffman, 253-876-6831, jeannie.m.hoffman@hq.dhs.gov CO: Nan Space, 253-876-6853, nan.space@hq.dhs.gov CO: Kelly Minturn, 253-876-6844, kelly.m.minturn@hq.dhs.gov	1	LO	50.00	50.00

WSP Contract #K11294-1

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	4

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
HSHQWA-16-C-00001/P00002				

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	Katelin Grothe	(253)876-6829	

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 400 15th Street SW Auburn WA 98001	OPO/FPS/WEST	X UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: 811213 SIZE STANDARD: $11.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
☐ SEE SCHEDULE	Net 30	☐	14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
VARIOUS LOCATIONS	000000	NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 400 15th Street SW Attn:Katelin Grothe Auburn WA 98001	OPO/FPS/WEST CCG

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA WA 985042602 TELEPHONE NO.	8088838540000		DHS, NPPD Burlington Finance Center P.O. Box 1279 Attn: NPPD-FPS-Region 10 Williston VT 05495-1620	NPPD-FPS-REGION

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Requisition 192117PTE0091P0027 COR: Cheryl Domingo, 253-876-6827, cheryl.j.domingo@hq.dhs.gov CO: Kelly Minturn, 253-876-6844, Kelly.m.minturn@hq.dhs.gov a. The purpose of this modification is to exercise Option Year 1 in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (March 2000) for the period of *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$0.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA X ARE ☐ ARE NOT ATTACHED.

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	29. AWARD OF CONTRACT: DATED ____ OFFER YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
	Kelly Minturn
30b. NAME AND TITLE OF SIGNER (Type or print): ROBERT MARK, CFO	30c. DATE SIGNED: 10/14/16
31b. NAME OF CONTRACTING OFFICER (Type or print): Kelly Minturn	31c. DATE SIGNED: 9/26/16

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	performance, 10/01/2016 - 09/30/2017. b. CLIN's 1001, 1002, and 1003 are all affected by this modification and are being exercised. c. As a result of this modification, the total obligated amount of this order is INCREASED by $455.00 from $45,350.00 to $45,805.00. $45,805.00 is the ceiling for this order. d. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The Contracting Officer will notify the Contractor prior to the contract date for the start of performance if the funds anticipated for this contract will not be available. e. All terms and conditions remain the same. DO/DPAS Rating: NONE Period of Performance: 10/01/2015 to 09/30/2020 Change Item 1001 to read as follows(amount shown is the total amount): Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	**********				
	Option Year 1:				
	10/01/2016 - 09/30/2017				
	**********				
1001	Access User Fee				0.00
	Requisition No: 192117PTE0091P0027				
	Accounting Info:				
	FPS0005 P05 PN 10-14-20-000				
	19-10-2140-10-20-05-00 GE-25-14-00 000000				
	Funded: $0.00				
	$1,065.00 (Subject to Availability of Funds)				
	Accounting Info:				
	FPS0005 P05 PN 10-14-20-000				
	19-10-2140-10-10-02-00 GE-25-14-00 000000				
	Funded: $0.00				
	$3,600.00 (Subject to Availability of Funds)				
	Change Item 1002 to read as follows(amount shown is the total amount):				
1002	Radio Communications Service Transactions				0.00
	Requisition No: 192117PTE0091P0027				
	Accounting Info:				
	FPS0005 P05 PN 10-14-20-000				
	19-10-2140-10-10-00-00 GE-25-14-00 000000				
	Funded: $0.00				
	$4,800.00 (Subject to Availability of Funds)				
	Change Item 1003 to read as follows(amount shown is the total amount):				
1003	Radio Communications Service Transactions (OVERAGES)				0.00
	To be funded as needed				
	Requisition No: 192117PTE0091P0027				
	Accounting Info:				
	FPS0005 P05 PN 10-14-20-000				
	19-10-2140-10-10-02-00 GE-25-14-00 000000				
	Funded: $0.00				
	$50.00 (Subject to Availability of Funds)				

Continued ...

NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Additional CO Invoice Approving Officials: CO: Jennifer Sinkiewicz, 253-876-6828, jennifer.j. sinkiewicz @hq.dhs.gov CO: Dolor Alegrado, 253-876-6813, dolor.e.alegrado@hq.dhs.gov CO: Kelly Minturn, 253-876-6844, kelly.m.minturn@hq.dhs.gov				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
P00003	See Block 16C	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 400 15th Street SW Auburn WA 98001	OPO/FPS/WEST CCG/	NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 400 15th Street SW Attn:Katelin Grothe Auburn WA 98001	OPO/FPS/WEST CCG/F

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WASHINGTON STATE PATROL
Attn: WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
PO BOX 42602
OLYMPIA WA 985042602

CODE 8088838540000 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQWA-16-C-00001

10B. DATED (SEE ITEM 13) 09/10/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $9,515.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Requisition 192117PTE0091P0027.1

COR: Cheryl J. Domingo, 253-876-6824, cheryl.j.domingo@hq.dhs.gov
CO: Paul Metzger, 253-876-6842, Paul.Metzger@hq.dhs.gov

Radio Dispatch Services from the Washington State Patrol.

A. The purpose of this modification is to administratively add the lines of accounting applicable to the FY-17 obligation.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
ROBERT MARK, CFO	Paul Metzger
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	12/2/16
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED
	11/21/2016

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQWA-16-C-00001/P00003	PAGE 2	OF 3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B. As a result of this modification, the total obligated amount is increased from $9,110.00 by $9,515.00 to $18,625.00. C. Period of Performance: 10/01/2016 through 09/30/2017. D. All other terms and conditions remain the same. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2016 to 09/30/2017 Change Item 1001 to read as follows(amount shown is the total amount): ********** Option Year 1: 10/01/2016 - 09/30/2017 **********				
1001	Access User Fee Requisition No: 192117PTE0091P0027 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: $1,065.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: $3,600.00 Change Item 1002 to read as follows(amount shown is the total amount):				4,665.00
1002	Radio Communications Service Transactions Requisition No: 192117PTE0091P0027 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $4,800.00 Change Item 1003 to read as follows(amount shown is the total amount): Continued ...				4,800.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSHQWA-16-C-00001/P00003	3	3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Requisition No: 192117PTE0091P0027 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: $50.00 Additional CO Invoice Approving Officials: Jennifer Sinkiewicz, 253-876-6828, jennifer.j.sinkiewicz @hq.dhs.gov Dolor Alegrado, 253-876-6813, dolor.e.alegrado@hq.dhs.gov Kelly Minturn, 253-876-6844, kelly.m.minturn@hq.dhs.gov Karl Johnson, 253-876-6836, karl.h.johnson@hq.dhs.gov				50.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If app'l cab'e)
P00004	See Block 16C	192117R10ADMC0096	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 400 15th Street SW Auburn WA 98001	OPO/FPS/WEST CCG/	NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 400 15th Street SW Attn:Katelin Grothe Auburn WA 98001	OPO/FPS/WEST CCG/I

8. NAME AND ADDRESS OF CONTRACTOR (No., street county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
WASHINGTON STATE PATROL Attn: WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA WA 985042602	(x)	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQWA-16-C-00001
		10B. DATED (SEE ITEM 13) 09/10/2015
CODE 8088838540000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Decrease: -$50.00

FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Requisition 192117R10ADMC0096

COR: Cheryl J. Domingo, 253-876-6824, cheryl.j.domingo@hq.dhs.gov
CO: Kelly Minturn, 253-876-6844, Kelly.m.minturn@hq.dhs.gov

Radio Dispatch Services from the Washington State Patrol.

A. The purpose of this modification is to decrease funds to CLIN 0003 (Base Year) for the remaining balance of $50.00.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Robert Mak	Kelly Minturn
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED: 1/25/17
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED: 1/26/17

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B. As a result of this modification, the total amount of this order is decreased by $50.00 from $18,625.00 to $18,575.00, which is the new ceiling value of this order. The total obligated amount for this order is hereby decreased by $50.00 from $45,805.00 to $45,755.00, which is the new obligated value of this order. C. Period of Performance: 10/01/2016 through 09/30/2017. D. There are no other changes as a result of this modification. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2016 to 09/30/2017 Change Item 0003 to read as follows(amount shown is the total amount):				
0003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Additional CO Invoice Approving Officials: Jennifer Sinkiewicz, 253-876-6828, jennifer.j. sinkiewicz @hq.dhs.gov Dolor Alegrado, 253-876-6813, dolor.e.alegrado@hq.dhs.gov Kelly Minturn, 253-876-6844, kelly.m.minturn@hq.dhs.gov Karl Johnson, 253-876-6836, karl.h.johnson@hq.dhs.gov	1	LO	0.00	0.00

Hannah, Julie (WSP)

From: Grothe, Katelin B <katelin.b.grothe@hq.dhs.gov>
Sent: Thursday, January 26, 2017 3:11 PM
To: FPS Reg 10 Budget Office; Hannah, Julie (WSP)
Cc: Schramm, Sandy D; Capogna, Timothy; Hamilton, David J; Domingo, Cheryl J; WCCG SPOE DISTRO; Rosengard, Pearl A (CTR); Portz, Michelle R (CTR); Minturn, Kelly M
Subject: HSHQWA-16-C-00001 P00004 Distribution
Attachments: HSHQWA-16-C-00001 P00004 Distribution.pdf

Good Afternoon,

Please find attached subject modification (bi-lateral) which have already been certified by you, the contractor, and the Contracting Officer. No action required for Paragon, this is for your files. This transmission shall be considered the official transmission of these documents.

If you have any questions and/or concerns with respect to this transmission or the information contained within, feel free to contact me.

Thank you,

Katelin B Grothe
Contract Specialist, WCCG
Federal Protective Service
National Protection and Programs Directorate
Office: 253-876-6829
Fax: 253-876-6874
Please note: My office hours are Monday- Thursday 5:30am-4:00pm

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00005	See Block 16C	See Schedule	

6. ISSUED BY CODE OPO/FPS/WEST CCG/

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Federal Protective Service
Office of Procurement Operations
400 15th Street SW
Auburn WA 98001

7. ADMINISTERED BY *(If other than Item 6)* CODE OPO/FPS/WEST CCG/F

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
400 15th Street SW
Attn:Katelin Grothe
Auburn WA 98001

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WASHINGTON STATE PATROL
Attn: WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
PO BOX 42602
OLYMPIA WA 985042602

CODE 8088838540000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQWA-16-C-00001

10B. DATED *(SEE ITEM 13)* 09/10/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Requisition 192117R10ADMP0126

COR: Cheryl J. Domingo, 253-876-6824, cheryl.j.domingo@hq.dhs.gov
CO: Karl Johnson, 283-876-6836, karl.h.johnson@hq.dhs.gov

Radio Dispatch Services from the Washington State Patrol.

A. The purpose of this modification is to correct lines of accounting for CLINS 1001 and 1002.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Karl H. Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	6/5/2017

ME OF OFFEROR OR CONTRACTOR
SHINGTON STATE PATROL

TEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B. This is a $0.00 action. As a result of this modification, the total amount of this remains unchanged at $45,755.00. C. Period of Performance: 10/01/2016 through 09/30/2017. D. There are no other changes as a result of this modification. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2016 to 09/30/2017 Change Item 1001 to read as follows(amount shown is the total amount): ********** Option Year 1: 10/01/2016 - 09/30/2017 **********				
1001	Access User Fee Requisition No: 192117PTE0091P0027, 192117R10ADMP0126 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: $0.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: -$3,600.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: $3,600.00				4,665.00
	Change Item 1002 to read as follows(amount shown is the total amount):				
1002	Radio Communications Service Transactions Requisition No: 192117PTE0091P0027, 192117R10ADMP0126 Accounting Info: FPS0005 P05 PN 10-14-20-000 Continued ...				4,800.00

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: -$4,800.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: $4,800.00 Additional CO Invoice Approving Officials: Jennifer Sinkiewicz, 253-876-6828, jennifer.j. sinkiewicz @hq.dhs.gov Dolor Alegrado, 253-876-6813, dolor.e.alegrado@hq.dhs.gov Kelly Minturn, 253-876-6844, kelly.m.minturn@hq.dhs.gov Karl Johnson, 253-876-6836, karl.h.johnson@hq.dhs.gov				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00006		See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 400 15th Street SW Auburn WA 98001	OPO/FPS/WEST CCG/	NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 400 15th Street SW Attn: Rachel Kalac Auburn WA 98001	OPO/FPS/WEST CCG/F

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*		9A. AMENDMENT OF SOLICITATION NO.
WASHINGTON STATE PATROL Attn: WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA WA 985042602	(x)	9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQWA-16-C-00001
		10B. DATED *(SEE ITEM 13)* 09/10/2015
CODE 8088838540000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.217-9, Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Requisition 192118R10ADMP0031

COR: Cheryl J. Domingo, 253-876-6824, cheryl.j.domingo@hq.dhs.gov
CO: Karl Johnson, 283-876-6836, karl.h.johnson@hq.dhs.gov
CS: Rachel Kalac, 253-876-6838, rachel.d.kalac@hq.dhs.gov

Radio Dispatch Services from the Washington State Patrol

A. The purpose of this unilateral modification is to exercise Option Year 2, from 10/01/2017 - 09/30/2018 in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Karl H. Johnson	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED 9/19/17

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B. CLINs 2001, 2002, and 2003 are hereby in effect. C. As a result of this modification, the total amount of this order is increased from $18,575.00 by $9,650.00 to $28,225.00. The total value of this order is hereby increased from $45,755.00 by $590.00 to $46,345.00. $46,345.00 represents the new ceiling value for this order. D. There are no other changes as a result of this modification; all other terms and conditions shall remain the same. E. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The Contracting Officer will notify the Contractor prior to the contract date for the start of performance if the funds anticipated for this contract will not be available. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2017 to 09/30/2018 Change Item 2001 to read as follows(amount shown is the total amount): ********** Option Year 2 10/01/2017 - 09/30/2018 **********				
2001	Access User Fee Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS Requisition No: 192118R10ADMP0031 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Continued ...	4	EA	1,200.00	0.00

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $0.00 $4,800.00 (Subject to Availability of Funds) Change Item 2002 to read as follows(amount shown is the total amount):				
2002	Radio Communications Service Transactions Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS Requisition No: 192118R10ADMP0031 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $0.00 $4,800.00 (Subject to Availability of Funds) Change Item 2003 to read as follows(amount shown is the total amount):	12	MO	400.00	0.00
2003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS Requisition No: 192118R10ADMP0031 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $0.00 $50.00 (Subject to Availability of Funds) The following Contracting Officers are authorized to approve invoices under this Task Order: Jennifer Sinkiewicz: Jennifer.J.Sinkiewicz@hq.dhs.gov, 253-876-6828 Paul Metzger: Paul.Metzger@hq.dhs.gov, 253-876-6842 Kelly Minturn: Kelly.M.Minturn@hq.dhs.gov, 253-876-6844 Karl Johnson: Karl.H.Johnson@hq.dhs.gov, 253-876-6836 Gil Olivas: Gilbert.Olivas@hq.dhs.gov, 303-236-7931 x261 Dolor Alegrado: Dolor.E.Alegrado@hq.dhs.gov, 253-876-6813	1	LO	50.00	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00007	See Block 16C	192118R10ADMP0031.1	

6. ISSUED BY CODE OPO/FPS/WEST CCG/

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Federal Protective Service
Office of Procurement Operations
400 15th Street SW
Auburn WA 98001

7. ADMINISTERED BY *(If other than Item 6)* CODE OPO/FPS/WEST CCG/F

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
400 15th Street SW
Attn: Rachel Kalac
Auburn WA 98001

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WASHINGTON STATE PATROL
Attn: WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
PO BOX 42602
OLYMPIA WA 985042602

CODE 8088838540000 FACILITY CODE

(x) **9A. AMENDMENT OF SOLICITATION NO.**

9B. DATED *(SEE ITEM 11)*

x **10A. MODIFICATION OF CONTRACT/ORDER NO.** HSHQWA-16-C-00001

10B. DATED *(SEE ITEM 13)* 09/10/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Increase: $9,650.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Requisition 192118R10ADMP0031.1

COR: Cheryl J. Domingo, 253-876-6824, cheryl.j.domingo@hq.dhs.gov
CO: Karl Johnson, 283-876-6836, karl.h.johnson@hq.dhs.gov
CS: Rachel Kalac, 253-876-6838, rachel.d.kalac@hq.dhs.gov

Radio Dispatch Services from the Washington State Patrol

A. The purpose of this unilateral modification is to administratively add the lines of accounting applicable to CLINs 2001 - 2003 of Option Year 2. Additionally, this modification removes the Subject to Availability of Funds (SAF) language incorporated into

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Karl H. Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	11/30/2017

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	modification P00006. B. As a result of this modification, the total amount of this order remains unchanged at $28,225.00. The total value of this order also remains the same at $46,345.00. $28, 225.00 represents the total amount of this contract while $46,345.00 represents the ceiling value for this order. C. There are no other changes as a result of this modification; all other terms and conditions shall remain the same. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2017 to 09/30/2018 Change Item 2001 to read as follows(amount shown is the total amount): ********** Option Year 2 10/01/2017 - 09/30/2018 **********				
2001	Access User Fee Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: $4,800.00 Change Item 2002 to read as follows(amount shown is the total amount):	4	EA	1,200.00	4,800.00
2002	Radio Communications Service Transactions Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $4,800.00 Continued ...	12	MO	400.00	4,800.00

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 2003 to read as follows(amount shown is the total amount):				
2003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Product/Service Code: 5810 Product/Service Description: COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $50.00 The following Contracting Officers are authorized to approve invoices under this Task Order: Jennifer Sinkiewicz: Jennifer.J.Sinkiewicz@hq.dhs.gov, 253-876-6828 Paul Metzger: Paul.Metzger@hq.dhs.gov, 253-876-6842 Kelly Minturn: Kelly.M.Minturn@hq.dhs.gov, 253-876-6844 Karl Johnson: Karl.H.Johnson@hq.dhs.gov, 253-876-6836 Gil Olivas: Gilbert.Olivas@hq.dhs.gov, 303-236-7931 x261 Dolor Alegrado: Dolor.E.Alegrado@hq.dhs.gov, 253-876-6813	1	LO	50.00	50.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 | 3

2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
P00008	10/01/2018	192119R10ADMP0031	

6 ISSUED BY	CODE	7 ADMINISTERED BY (If other than Item 6)	CODE
OPO/FPS/WEST CCG/.		OPO/FPS/WEST CCG/F	

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Federal Protective Service
Office of Procurement Operations
400 15th Street SW
Auburn WA 98001

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
400 15th Street SW
Attn: Rachel Kalac
Auburn WA 98001

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WASHINGTON STATE PATROL
Attn: WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
PO BOX 42602
OLYMPIA WA 985042602

CODE 8088838540000 FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO.

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO. HSHQWA-16-C-00001

10B DATED (SEE ITEM 13) 09/10/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Requisition 192119R10ADMP0031

COR: Cheryl J. Domingo, 253-876-6824, cheryl.j.domingo@hq.dhs.gov
CO: Karl Johnson, 283-876-6836, karl.h.johnson@hq.dhs.gov
CS: Rachel Kalac, 253-876-6838, rachel.d.kalac@hq.dhs.gov

Radio Dispatch Services from the Washington State Patrol

A. The purpose of this unilateral modification is to exercise Option Year 3, from 10/01/2018 - 09/30/2019 in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
ROBERT MAKI/CFO	Karl H. Johnson
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED 9/7/18
16B UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C DATE SIGNED 09/06/2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSHQWA-16-C-00001/P00008	2	3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B. CLINs 3001, 3002, and 3003 are hereby in effect. C. As a result of this modification, the total amount of this order is increased from $28,225.00 by $10,250.00 to $38,475.00. The total value of this order is hereby increased from $46,345.00 by $1,190.00 to $47,535.00. $47,535.00 represents the new ceiling value for this order. D. There are no other changes as a result of this modification; all other terms and conditions shall remain the same. E. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The Contracting Officer will notify the Contractor prior to the contract date for the start of performance if the funds anticipated for this contract will not be available. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2015 to 09/30/2020 Change Item 3001 to read as follows(amount shown is the total amount): ********** Option Year 3 10/01/2018 - 09/30/2019 **********				
3001	Access User Fee Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: $0.00 $4,800.00 (Subject to Availability of Funds) Change Item 3002 to read as follows(amount shown Continued ...	1	LO	4,800.00	0.00

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSHQWA-16-C-00001/P00008	3	3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the total amount):				
3002	Radio Communications Service Transactions First 150 Calls Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: $0.00 $5,400.00 (Subject to Availability of Funds) Change Item 3003 to read as follows(amount shown is the total amount):	1	LO	5,400.00	0.00
3003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: $0.00 $50.00 (Subject to Availability of Funds) The following Contracting Officers are authorized to approve invoices under this Task Order: Jennifer Sinkiewicz: Jennifer.J.Sinkiewicz@hq.dhs.gov, 253-876-6828 Paul Metzger: Paul.Metzger@hq.dhs.gov, 253-876-6842 Kelly Minturn: Kelly.M.Minturn@hq.dhs.gov, 253-876-6844 Karl Johnson: Karl.H.Johnson@hq.dhs.gov, 253-876-6836 Gil Olivas: Gilbert.Olivas@hq.dhs.gov, 303-236-7931 x261 Dolor Alegrado: Dolor.E.Alegrado@hq.dhs.gov, 253-876-6813	1	EA	50.00	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00009	See Block 16C	192119R10ADMP0031.1	

6. ISSUED BY CODE OPO/FPS/WEST CCG/

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Federal Protective Service
Office of Procurement Operations
400 15th Street SW
Auburn WA 98001

7. ADMINISTERED BY (If other than Item 6) CODE OPO/FPS/WEST CCG/F

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
400 15th Street SW
Attn: Rachel Kalac
Auburn WA 98001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WASHINGTON STATE PATROL
Attn: WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
PO BOX 42602
OLYMPIA WA 985042602

CODE 8088838540000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQWA-16-C-00001

10B. DATED (SEE ITEM 13) 09/10/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $10,250.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Requisition 192119R10ADMP0031.1

COR: Cheryl J. Domingo, 253-876-6824, cheryl.j.domingo@hq.dhs.gov
CO: Karl Johnson, 283-876-6836, karl.h.johnson@hq.dhs.gov
CS: Rachel Kalac, 253-876-6838, rachel.d.kalac@hq.dhs.gov

Radio Dispatch Services from the Washington State Patrol

A. The purpose of this unilateral modification is to:
1. Administratively add the lines of accounting applicable to the FY19 obligation for CLINs 3001, 3002, and 3003
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
ROBERT MARK, CFO	Karl H. Johnson
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 12/9/18
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 11/29/2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSHQWA-16-C-00001/P00009	2	3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2. Remove the "Subject to Availability of Funds" (SAF) statement B. The Period of Performance (POP) remains unchanged and is 10/01/2018 -09/30/2019. C. As a result of this modification, the total obligated amount of this order is increased from $28,225.00 by $10,250.00 to $38,475.00. The total value of this order, to include the base and all option periods, remains the same and is $47,535.00. $47,535.00 represents the new ceiling value for this order. D. There are no other changes as a result of this modification; all other terms and conditions shall remain the same. DO/DPAS Rating: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2015 to 09/30/2020 Change Item 3001 to read as follows(amount shown is the total amount): ********** Option Year 3 10/01/2018 - 09/30/2019 **********				
3001	Access User Fee Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: $4,800.00 Change Item 3002 to read as follows(amount shown is the total amount):	1	LO	4,800.00	4,800.00
3002	Radio Communications Service Transactions First 150 Calls Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: $5,400.00 Change Item 3003 to read as follows(amount shown Continued ...	1	LO	5,400.00	5,400.00

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSHQWA-16-C-00001/P00009	PAGE 3	OF 3

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the total amount):				
3003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-02-00 GE-25-14-00 000000 Funded: $50.00 The following Contracting Officers are authorized to approve invoices under this Task Order: Jennifer Sinkiewicz: Jennifer.J.Sinkiewicz@ice.dhs.gov, 253-876-6828 Paul Metzger: Paul.Metzger@ice.dhs.gov, 253-876-6842 Kelly Minturn: Kelly.M.Minturn@ice.dhs.gov, 253-876-6844 Karl Johnson: Karl.H.Johnson@ice.dhs.gov, 253-876-6836 Gil Olivas: Gilbert.Olivas@ice.dhs.gov, 303-236-7931 x261 Dolor Alegrado: Dolor.E.Alegrado@ice.dhs.gov, 253-876-6813	1	EA	50.00	50.00

WASHINGTON STATE PATROL PROFESSIONAL SERVICE CONTRACT – SHORT FORM **Communications Division** **Radio Communications Agreement**	WSP Contract No. K11294 Other Contract No. HSHQWA-16-C-00001

This Contract is between the State of Washington, Washington State Patrol and the Contractor identified below, and is governed by chapter 39.26 RCW.

CONTRACTOR NAME DHS/Federal Protective Service (FPS), R10	Contractor Doing Business As (DBA)
Contractor Address 400 15th St SW, Auburn, WA 98001	Statewide Vendor Registration Number SWV00_ _ _ _ _ _-_ _
Contact Name Karl H. Johnson, Contracting Officer	Contact Telephone 253-876-6836
Contact Fax	Contact E-mail Address karl.h.johnson@hq.dhs.gov

WSP Contact Information

WSP Project Manager Name and Title **Mr. Mark Layhew** **Communications Division Administrator**		WSP Project Manager Address **PO Box 42602** **Olympia WA 98504-2602**
Telephone (360) 704-2280	Fax (360) 704-2287	E-mail Address mark.layhew@wsp.wa.gov
WSP Administrative Contact Name and Title Ms. Julie Hannah Contracts Specialist		WSP Administrative Contact Address PO Box 42602 Olympia, WA 98504-2602
Telephone (360) 596-4063	Fax (360) 596-4077	E-mail Address julie.hannah@wsp.wa.gov

Contract Start Date ~~07/01/2015~~ 10/01/2015	**Contract End Date** ~~06/30/2017~~ 09/30/2020	**Contract Maximum Amount** **See Statement of Work (SOW)**

ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:

☒ Exhibit A, Interagency Agreement

This Contract, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.

FOR THE WASHINGTON STATE PATROL:	**FOR THE CONTRACTOR:**
WSP Signature Date 9/23/15	Contractor Signature Date 09/10/2015
Printed Name and Title John R. Batiste, Chief	Printed Name and Title Karl H. Johnson, Contracting Officer

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 10/16/2014

Simon Tee, Grants and Contracts Manager

Attachment C
Inter-agency Agreement

Inter-agency Agreement
Must be completed by agencies who:

A. **Provide criminal justice services to another agency.**
B. **Receive criminal justice services from another agency.**

An inter-agency agreement describing the criminal justice services provided and/or received by an agency must be in place.

Agency Providing Service: _____

Agency Receiving Service: DHS, Federal Protective Service (FPS), Region 10

Services Provided (check all that apply):

- [X] Hit confirmation
- [X] Dispatch
- [ ] Record entry
- [ ] Record validations
- [X] Other services (describe):
- [ ] Gun transfers/Concealed Pistol Licenses (CPLs)
- [ ] Use of regional management system
- [ ] Terminal connection to ACCESS
- [ ] Information Technology (IT) services

Data Queries Rangers to call Dispatch to run vehicle or vessel registrations Rangers may request an Officer by radio or cell phone if needed Data Queries Rangers may request NCIC information before approaching suspect.

Parties who enter into this agreement must adhere to the regulations set forth in the ACCESS/WACIC/NCIC manuals and the CJIS Security Policy. This interagency agreement must be current and approved by the CJIS Systems Agency (CSA), the Washington State Patrol (WSP) before agencies adopt the policies and procedures set forth by the agreement.

Termination of Agreement
This agreement shall remain in effect unless terminated by either agency upon thirty (30) days written notice to the criminal justice agency, and the contractor. The agency terminating the agreement must also formally notify the WSP ACCESS Section within the thirty (30) days.

Agency Providing Criminal Justice Service(s):	WSP	
ORI:	WAWSP1000 - WAWSP8000	
Agency Head Name (printed):	for JOHN R. BATISTE, CHIEF	
Agency Head Signature:		Date: 9/33/15

Agency Receiving Criminal Justice Service(s):	DHS, Federal Protective Service (FPS) Region 10	
ORI:		
Agency Head Name (printed):	Karl H. Johnson, Contracting Officer	
Agency Head Signature:		Date: 09/10/15

WSP CONTRACT #K11294

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
192116PTE0091P0027	1	20

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
HSHQWA-16-C-00001				

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	Karl Johnson	(253)876-6836	

9. ISSUED BY	CODE	10. THIS ACQUISITION IS
NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 400 15th Street SW Auburn WA 98001	OPO/FPS/WEST	[X] UNRESTRICTED OR [ ] SET ASIDE % FOR: [ ] SMALL BUSINESS [ ] HUBZONE SMALL BUSINESS [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM [ ] EDWOSB [ ] 8(A) NAICS: 811213 SIZE STANDARD: $11.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE	Net 30	[ ]		[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
VARIOUS LOCATIONS	000000	NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 400 15th Street SW Attn:Karl H Johnson Auburn WA 98001	OPO/FPS/WEST CCG

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA WA 985042602 TELEPHONE NO.	8088838540000		DHS, NPPD Burlington Finance Center P.O. Box 1279 Attn: NPPD-FPS-Region 10 Williston VT 05495-1620	NPPD-FPS-REGION

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

[ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	192116PTE0091P0027 COR: Cheryl Domingo, 253-876-6827, cheryl.j.domingo@hq.dhs.gov CO: Karl H. Johnson, 253-876-6836, karl.h.johnson@hq.dhs.gov - A. The Washington State Patrol (WSP) shall provide radio dispatch services for Federal Protective Service (FPS) Officers in accordance *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	$0.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
Simon Tee, Grants and Contracts Manager	9/10/15	Karl H. Johnson	9/10/2015

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	with the attached Statement of Work. B. The Contract Period of Performance is a Base Year plus four (4) one year option years as follows: Period of Performance: Base Year: 10/01/2015 - 09/30/2016 Option Year 1: 10/01/2016 - 09/30/2017 Option Year 2: 10/01/2017 - 09/30/2018 Option Year 3: 10/01/2018 - 09/30/2019 Option Year 4: 10/01/2019 - 09/30/2020 C. Pricing is subject to change in accordance with the Communications Rate Study as prepared and approved by the Washington State Patrol, Budget and Fiscal Services. D. Total Amount and Funding Obligation: The total amount funded is $9,110.00 (SAF) and the total ceiling amount of this contract is $45,350.00. E. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	arise until funds are made available to the Contracting Officer for this contract. The Contracting Officer will notify the Contractor prior to the contract date for the start of performance if the funds anticipated for this contract will not be available. DO/DPAS Rating: NONE Period of Performance: 10/01/2015 to 09/30/2020 ********** Base Year: 10/01/2015 - 09/30/2016 **********				
0001	Access User Fee Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: $0.00 $4,260.00 (Subject to Availability of Funds)	12	MO	355.00	0.00
0002	Radio Communications Service Transactions Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $0.00 $4,800.00 (Subject to Availability of Funds)	12	MO	400.00	0.00
0003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $0.00 $50.00 (Subject to Availability of Funds) ********** Option Year 1: 10/01/2016 - 09/30/2017 **********	1	LO	50.00	0.00
1001	Access User Fee Continued ...	12	MO	355.00	0.00

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: $4,260.00(Option Line Item)				
1002	Radio Communications Service Transactions Amount: $4,800.00(Option Line Item)	12	MO	400.00	0.00
1003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Amount: $0.00(Option Line Item)	1	LO	0.00	0.00
	********** Option Year 2 10/01/2017 - 09/30/2018 **********				
2001	Access User Fee Amount: $4,260.00(Option Line Item)	12	MO	355.00	0.00
2002	Radio Communications Service Transactions Amount: $4,800.00(Option Line Item)	12	MO	400.00	0.00
2003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Amount: $0.00(Option Line Item)	1	LO	0.00	0.00
	********** Option Year 3 10/01/2018 - 09/30/2019 **********				
3001	Access User Fee Amount: $4,260.00(Option Line Item)	12	MO	355.00	0.00
3002	Radio Communications Service Transactions Amount: $4,800.00(Option Line Item)	12	MO	400.00	0.00
3003	Radio Communications Service Transactions (OVERAGES) Continued ...	1	LO	0.00	0.00

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	To be funded as needed Amount: $0.00(Option Line Item) ********** Option Year 4 10/01/2019 - 09/30/2020 **********				
4001	Access User Fee Amount: $4,260.00(Option Line Item)	12	MO	355.00	0.00
4002	Radio Communications Service Transactions Amount: $4,800.00(Option Line Item)	12	MO	400.00	0.00
4003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Amount: $0.00(Option Line Item) * ********** Additional CO Invoice Approving Officials: CO: Jennifer Goss, 253-876-6828, jennifer.j.goss@hq.dhs.gov CO: Dolor Alegrado, 253-876-6813, dolor.e.alegrado@hq.dhs.gov CO: Gilbert Olivas, (303)236-7931 X-261, Gilbert.Olivas@hq.dhs.gov CO: Jeannie Hoffman, 253-876-6831, jeannie.m.hoffman@hq.dhs.gov CO: Nan Space, 253-876-6853, nan.space@hq.dhs.gov CO: Kelly Minturn, 253-876-6844, kelly.m.minturn@hq.dhs.gov The total amount of award: $45,350.00. The obligation for this award is shown in box 26.	1	LO	0.00	0.00

Radio Dispatch Services Washington State Patrol

Statement of Work

1. Washington State Patrol (WSP) maintains an emergency communications system within the State of Washington.

a. Description of Service. WSP shall provide radio dispatch services on assigned radio frequencies to the Federal Protective Services (FPS). FPS shall use WSP communications procedures when accessing the WSP communications system.

b. WSP will provide criminal justice information (CJI) responses from the A Central Computerized Enforcement Service System (ACCESS) provided that FPS is authorized to receive this information. FPS must submit a complete application to the WSP ACCESS Section and be approved by WSP and the FBI as a criminal justice agency or criminal justice sub-unit. If FPS is not approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, the WSP will not provide any CJI responses from ACCESS to FPS. The WSP will not make National Crime Information Center (NCIC) or Washington Crime Information Center (WACIC) entries on behalf of FPSs.

c. WSP, at its discretion, may also provide radio repair, installation and removal services as requested by FPS.

d. Training. WSP shall provide required initial training on radio dispatching to FPS's system users prior to their initial use of the system, and annual sustainment training to FPS's system users. WSP shall provide this training on dates and times mutually agreed upon by WSP and FPS.

e. If FPS is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of FPS's personnel who request and receive CJI from ACCESS, must complete Basic Security Awareness Training once every two (2) years. WSP must set up and maintain FPS's personnel Basic Security Awareness Training through the "CJIS Online" Criminal Justice Information Services application.

f. If FPS is approved by the WSP and the FBI as a criminal justice agency or criminal justice sub-unit, all of FPS's personnel who request and receive CJI from ACCESS, must sign the Criminal Justice Information Services (CJIS) Security Addendum and a copy must be provided to WSP for future audit verification.

g. Fees for Services.

(1) Dispatch Services: FPS shall reimburse WSP at a flat rate of $400 per month that includes no additional charges for the first 150 transactions made through WSP radio dispatch. WSP shall charge $3.06 for each additional transaction over the 150 transactions per month up to 4,999 transactions. If FPS makes 5,000 or more transactions for any month through WSP radio dispatch, they will be given a 10% discount and WSP

shall charge $2.75 for each additional transaction over the first 150 transactions per month limit for that month.

(2) Data Requests: The WSP will charge FPS a single transaction for each data request received for data not associated with an existing radio generated transaction and WSP will create a CAD record of the data request.

(3) Training Services: FPS shall reimburse WSP for actual costs for providing training to FPS users under this Agreement. Actual costs are:

- Salary and benefits for actual hours worked by WSP instructors;
- Reimbursement for instructor vehicle mileage at current WSP rates;
- Indirect costs calculated against direct costs charged to FPS under this Agreement at WSP's current approved indirect rate.

(4) Radio Repair/Installation/Removal: For radio installation, removal and repair services FPS shall reimburse WSP for:

- $61.50 per hour for regular time; or $88.45 for overtime for services provided.
- The actual cost of parts installed while providing this service; and for travel costs at current State of Washington/State Patrol rates for services provided by WSP at FPS locations, plus indirect costs at WSP's current approved indirect rate.

h. Reports. WSP shall provide to FPS a monthly report of the number of FPS transactions made through the WSP radio dispatch system by FPS employees.

2. **Provide list of user name and unique identification number.** FPS shall be responsible for providing the WSP CAD Administrator with a current list of radio user names and unique identification numbers during the months of January and July each year of the agreement. New user names and unique numbers shall be provided by FPS to the WSP CAD Administrator as soon as practical for activation in the system. (Unique numbers for Washington State employees are their DOP numbers. The CAD Administrator will issue unique numbers for non-Washington State employees.)

3. **Payment for Services.** WSP shall bill FPS monthly in accordance with this Agreement. WSP shall send billings to FPS billing address identified on Page 11 of this Agreement. FPS shall reimburse WSP within 30 days of receipt of billing from WSP.

4. **Fees.** FPS shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in the Statement of Work.

5. **Advance Payments Prohibited.** WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by FPS pursuant to this Contract.

6. **Assignment.** FPS may not assign this Contract, or any rights or obligations contained in the Contract, to a third party.

7. **Compliance with Civil Rights Laws.** During the period of performance for this Contract, FPS shall comply with all federal and state nondiscrimination laws.

8. **Confidentiality.** FPS shall not use or disclose any information concerning WSP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract.

9. **Contract Execution and Amendments.** This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee. WSP and FPS may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and FPS.

10. **FPS Certification Regarding Ethics.** FPS certifies that FPS is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and will comply with Chapter 42.52 RCW throughout the term of the Contract.

11. **Data Security.** FPS, if authorized, shall only request CJI for the administration of criminal justice. FPS must safeguard all CJI and maintain all copies in a secure environment. CJI must only be retained for as long as it is considered useful for an open investigation.

12. **Debarment Certification.** FPS, by signature to this Contract, certifies that FPS is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). FPS also agrees to include the above requirements in any and all Subcontracts into which it enters. FPS shall immediately notify WSP if, during the term of this Contract, FPS becomes Debarred. WSP may immediately terminate this Contract by providing FPS written notice if FPS becomes Debarred during the term hereof.

13. **Disputes.** In the event that a dispute arises under this Contract, it shall be resolved by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. FPS shall appoint a member to the Dispute Board. The Chief of WSP and FPS shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Contract.

14. **Filing Requirement.** This Contract may be required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) business days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the Contract, the Contract shall be null and void.

15. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

16. **Indemnification.** FPS shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. FPS expressly agrees to indemnify, defend and hold harmless WSP for any claim arising out of or incident to FPS's performance or failure to perform this Contract. FPS shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of FPS.

17. **Independent Capacity.** FPS acknowledges that FPS is an independent FPS, and not an officer, employee or agent of WSP or the State of Washington. FPS shall not hold itself out as, nor claim status as, an officer, employee or agent of WSP or the State of Washington. FPS shall indemnify and hold WSP harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of FPS or FPS's employees unless otherwise specified in this Contract.

18. **Inspection; Maintenance of Records.** During the term of this Contract and for one year following termination or expiration of this Contract, FPS shall give reasonable access to FPS's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting FPS's place of business and its records, and monitoring, auditing and evaluating FPS's performance and compliance with applicable laws, regulations, rules and this Contract. During the term of this Contract and for six years following termination or expiration of this Contract, FPS shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Contract; (ii) substantiate FPS's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document FPS's invoices to WSP and all expenditures made by FPS to perform as required by this Contract.

19. **Order of Precedence.** In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to (i) applicable federal and state law, regulations and rules; (ii) any other provision of this Contract; and (iii) any document incorporated by reference.

20. **Rights in Data.** Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

21. **Savings.** In the event that funds WSP relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Contract by providing written notice to FPS. This termination shall be effective on the date specified in the notice of termination.

22. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

23. **Site Security.** While on WSP's premises, FPS shall conform in all respects with physical, fire or other security regulations communicated to FPS by WSP.

24. **Statewide Vendor Payment Registration.** FPS is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.

25. **Subcontracting**. FPS shall not subcontract any of the services provided under this Contract unless so specified in this Contract.

26. **Termination.** WSP may terminate the Contract by providing written notice to FPS. Termination shall be effective as of the date specified in the notice of termination. WSP shall be liable for and shall pay for only those services authorized and provided through the date of termination.

27. **Waiver.** A failure by WSP to exercise its rights under this Contract shall not preclude WSP from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of WSP and attached to the original Contract.

SUBMISSION OF INVOICES

1. After award of this contract, but prior to performance, the contractor shall meet with the Contracting Officer and Contracting Officer's Representative upon request to discuss proper invoice preparation and submission. The contractor and government shall agree on a standardized invoice format to be used for submission of all invoices under this contract that meets the requirements of FAR 52.212-4 Contract Terms and Conditions – Commercial Items, Paragraph (g) "Invoice." Use of a standardized invoice format will facilitate timely invoice reviews and approvals. Failure to use the agreed standardized invoice format shall result in rejection of invoices.

2. Invoices shall be submitted for payment within 30 days after completion of the prior month's services. Invoices shall not contain any employee Personally Identifiable Information (PII). Invoices shall be submitted via one of the following three methods:

a. By mail: NPPD-FPS-Region 10

DHS, NPPD
Financial Operations-Burlington
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 10 Invoice

b. By facsimile (fax): # 802-288-7658.

c. By e-mail: NPPDInvoice.Consolidation@ice.dhs.gov

The invoice number and FPS Region 10 shall be annotated in the subject line of the e-mail. Only (1) invoice shall be submitted per e-mail message. The invoice attached to the email shall be in Portable Document Format (PDF)

Invoices submitted by other than these three methods will not be processed and will be returned.

3. Contractors shall provide an informational copy of each invoice to the Contracting Officer at karl.h.johnson@hq.dhs.gov and cheryl.j.domingo@hq.dhs.gov concurrent with submission to the designated billing office referenced above.

4. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (May 2015), the contractor shall include the following information:

a. Annotate "FPS Region 10" on the face of each invoice
b. Clearly identify the date the services were delivered and the final inspection signed off on by the Government.
c. Cite the identical CLIN description on the invoice as what is cited within the CLIN description listed in the contract.

5. Contractors shall submit only one invoice per contract or order per month. Failure to comply with these submission requirements will result in rejection of the invoice.

CONTRACT CLAUSES

52.212-5 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS**
(MAY 2015)
(IAW FAR 12.301(b)(4))

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) **52.209-10,** Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014).
(2) **52.233-3**, Protest After Award (Aug 1996)(31 U.S.C 3553).
(3) **52.233-4**, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_____ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (Sep 2006), with **Alternate I** (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

_____ (2) **52.203-13,** Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

_____ (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_____ (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

_____ (6) **52.204-14**, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_____ (7) **52.204-15,** Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__X___ (8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

_____ (9) **52.209-9,** Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

_____ (10) [Reserved}

_____ (11) (i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

_____ (11) (ii) **Alternate I** (Nov 2011) of 52.219-3.

_____ (12) (i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small

Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

_____ (12) (ii) **Alternate I** (Jan 2011) of 52.219-4.
_____ (13) [Reserved]
_____ (14) (i) **52.219-6**, Notice of Total Small Business Set-Aside (Nov 2011)(15 U.S.C. 644).
_____ (14) (ii) **Alternate I** (Nov 2011).
_____ (14) (iii) **Alternate II** (Nov 2011).
_____ (15) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
_____ (15) (ii) **Alternate I** (Oct 1995) of 52.219-7.
_____ (15) (iii) **Alternate II** (Mar 2004) of 52.219-7.
_____ (16) **52.219-8**, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
_____ (17) (i) **52.219-9**, Small Business Subcontracting Plan (Oct 2014)(15 U.S.C. 637(d)(4)).
_____ (17) (ii) **Alternate I** (Oct 2001) of 52.219-9.
_____ (17) (iii) **Alternate II** (Oct 2001) of 52.219-9.
_____ (17) (iv) **Alternate III** (Oct 2014) of 52.219-9.
_____ (18) **52.219-13**, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
_____ (19) **52.219-14**, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
_____ (20) **52.219-16**, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
_____ (21) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f).
_____ (22) **52.219-28**, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
_____ (23) **52.219-29,** Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (1 U.S.C. 637(m)).
_____ (24) **52.219-30,** Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
__X__ (25) **52.222-3**, Convict Labor (June 2003)(E.O. 11755).
_____ (26) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (Jan 2014)(E.O. 13126).
__X__ (27) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).
__X__ (28) **52.222-26**, Equal Opportunity (Apr 2015)(E.O. 11246).
_____ (29) **52.222-35**, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
__X___ (30) **52.222-36**, Equal Opportunity For Workers with Disabilities (Jul 2014)(29 U.S.C. 793).
_____ (31) **52.222-37**, Employment Reports on Veterans (Jul 2014)(38 U.S.C. 4212).
_____ (32) **52.222-40**, Notification of Employee Rights Under the National Labor

relations Act (Dec 2010) E.O. 13496).

___X__ (33) (i) **52.222-50**, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (33) (ii) **Alternate I** (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

_____ (34) **52.222-54**, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

_____ (35) (i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_____ (35) (ii) **Alternate I** (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_____ (36) (i) **52.223-13**, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

_____ (36) (ii) **Alternate I** (Jun 2014) of 52.223-13.

_____ (37) (i) **52.223-14**, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

_____ (37) (ii) **Alternate I** (Jun 2014) of 52.223-14.

_____ (38) **52.223-15**, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42.U.S.C. 8259b).

_____ (39) (i) **52.223-16**, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

_____ (39) (ii) **Alternate I** (Jun 2014) of 52.223-16.

__X___ (40) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)(E.O.13513).

_____ (41) **52.225-1**, Buy American--Supplies (May 2014)(41 U.S.C. chapter 83).

_____ (42) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

_____ (42) (ii) **Alternate I** (May 2014) of 52.225-3.

_____ (42) (iii) **Alternate II** (May 2014) of 52.225-3.

_____ (42) (iv) **Alternate III** (May 2014) of 52.225-3.

_____ (43) **52.225-5**, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

___X__ (44) **52.225-13**, Restriction on Certain Foreign Purchases (Jun 2008)(E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

_____ (45) **52.225-26**, Contractors Performing Private Security Functions Outside

the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

_____ (46) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).

_____ (47) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).

_____ (48) **52.232-29**, Terms for financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_____ (49) **52.232-30**, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__X__ (50) **52.232-33**, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013)(31.U.S.C. 3332).

_____ (51) **52.232-34**, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013)(31.U.S.C. 3332).

_____ (52) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).

_____ (53) **52.239-1**, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

_____ (54) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

_____ (54) (ii) **Alternate I** (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

_____ (1) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

_____ (2) **52.222-41**, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

_____ (3) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (May 2014)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (6) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

_____ (7) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014)(41 U.S.C. chapter 67).

_____ (8) **52.222-55**, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.

O. 13658).

_____ (9) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

_____ (10) **52.237-11**, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) **52.203-13**, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) **52.219-8**, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow Down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) **52.222-21**, Prohibition of Segregated Facilities (Apr 2015).

(v) **52.222-26**, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) **52.222-35**, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) **52.222-36**, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) **52.222-37**, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) **52.222-41**, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi) _____ (A) **52.222-50**, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____(B) **Alternate I** (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xii) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).
(xiii) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
(xiv) **52.222-54,** Employment Eligibility Verification (Aug 2013).
(xv) **52.222-55,** Minimum Wages Under Executive Order 13658 (Dec 2014) (E. O. 13658).
(xvi) **52.225-26,** Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xvii) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraphs (e) of FAR clause 52.226-6.
(xviii) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

ADDENDUM TO CLAUSE 52.212-4

52.212-4 **CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS** (MAY 2015) (IAW FAR 12.301(b)(3))

52.217-8 **OPTION TO EXTEND SERVICES** (NOV 1999) (IAW FAR 17.208(f))

The Contracting Officer may exercise the option by written notice to the Contractor within **15 Calendar days**.

52.217-9 **OPTION TO EXTEND THE TERM OF THE CONTRACT** (MAR 2000) (IAW FAR 17.208(g))

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

52.232-18 AVAILABILITY OF FUNDS (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. **Also, the full text of a clause may be accessed electronically at this/these address(es):**

Regulations URLs: (Click on the appropriate regulation.)
http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm

52.232-25 PROMPT PAYMENT (JUL 2013)
(IAW FAR 32.908(c))

(a) *Invoice payments—*

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the **20th** day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)
(IAW HSARFARS 3042.202-70)

52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (Feb 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 30 written notice of

(1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in

accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of Clause)

Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Washington State Patrol** **PO Box 42600** **Olympia, WA 98504-0001**	2. Grant Agreement Amount: **$ 479,004**	3. Grant Agreement Number: **E16-147**
4. Subrecipient Contact, phone/email: **Arel Solle (360) 704-2962** **arel.solle@wsp.wa.gov**	5. Grant Agreement Start Date: **9/1/2015**	6. Grant Agreement End Date: **8/31/2017**
7. Department Program Manager, phone/email: **Michael Alston, (253) 512-7083** **michael.alston@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **808883854**	9. UBI # (state revenue): **342-008-834**

10. Funding Authority:
Washington State Military Department (the "Department") and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: Code 45	12. Federal Award Date: **08/12/2015**	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: **97.067 – HSGP (15SHSP)**
14. Total Federal Award Amount: **$13,512,908**	15. Program Index # & OBJ/SUB-OBJ: **753SE, 753SR, 753SS, 753SG, 753SF, 753SA / NZ**	16. TIN: **91-6001127**
17. Service Districts: BY LEGISLATIVE DISTRICTS:: **All** BY CONGRESSIONAL DISTRICTS: **All**	18. Service Area by County(ies): **Statewide**	19. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE # _____

20. Agreement Classification ☐ Personal Services ☐ Client Services X Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract X Grant X Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐CONTRACTOR X SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:
The purpose of the FFY 2015 Homeland Security Grant Program (15HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 15HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. 15HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 15HSGP Award, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's preparedness activities (scope), timeline (schedule) and budget for the subaward are detailed in Exhibits C, D, and E.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan/Approved Projects (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS/FEMA Award and program documents**
3. **Approved Projects**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

2/10/16
Signature Date

Richard A. Woodruff, Contracts Administrator
Washington State Military Department

BOILERPLATE APPROVED TO FORM:
Brian E. Buchholz (signature on file 9/9/2015)
Assistant Attorney General

FOR THE SUBRECIPIENT:

2-5-16
Signature Date

John R. Batiste, Chief

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Form 09/09/2015 mll

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		MILITARY DEPARTMENT
Name	**Arel Solie**	Name	**Michael Alston**
Title	**HLS Section Commander**	Title	**Program Manager**
E-Mail	**arel.solie@wsp.wa.gov**	E-Mail	**michael.alston@mil.wa.gov**
Phone	**(360) 704-2962**	Phone	**(253) 512-7083**
Name	**Simon Tee**	Name	**Deborah Henderson**
Title	**Grants and Contracts Manager**	Title	**Program Coordinator**
E-Mail	**simon.tee@wsp.wa.gov**	E-Mail	**deborah.henderson@mil.wa.gov**
Phone	**(360) 596-4052**	Phone	**(253) 512-7470**
Name	**Rebecca Kirby**	Name	**Zoie Choate**
Title	**Contracts Specialist**	Title	**Program Assistant**
E-Mail	**rebecca.kirby@wsp.wa.gov**	E-Mail	**zoie.choate@mil.wa.gov**
Phone	**(360) 596-4071**	Phone	**(253) 512-7461**

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the 15HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:
The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 15HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 15HSGP funds, including but not limited to those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA

applicable to the 15HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01 in Attachment #1, and the federal regulations commonly applicable to DHS/FEMA grants

iii. The Subrecipient shall be responsible to the Department for ensuring that all 15HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment #1 of this Agreement.

2. **REIMBURSEMENT & BUDGET REQUIREMENTS**

a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in Exhibit E, Budget. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.

d. For travel costs, Subrecipients shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and local, state, or federal auditors.

f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought.

Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Milestone Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Milestone Timeline.

g. Any request for extension of a due date in the Milestone Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.

j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

k. A written amendment will be required if the Subrecipient expects cumulative transfers between budget categories, as identified in the Budget (Exhibit E) and Work Plan/Approved Project (Exhibit C), to exceed 10% of the Grant Agreement Amount. Any adjustments to budget category totals not in compliance with this paragraph will not be reimbursed.

l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

2. **REPORTING REQUIREMENTS**

a. The Subrecipient shall submit with each reimbursement request a report indicating the status of Work Plan activities for which reimbursement is sought in the format provided by the Department.

b. The Subrecipient shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the

FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms; which is incorporated by reference and made a part of this Agreement.

c. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

3. **EQUIPMENT AND SUPPLY MANAGEMENT**

a. Subrecipients and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.

vi. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

vii. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the Subrecipient must comply with following procedures:

A. The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.

B. The Subrecipient must dispose of equipment as follows:

i. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency.

ii. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.

x. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with EMD's Purchase Policy contained within the EMD Purchase Workbook version 2015.1 located at http://mil.wa.gov/emergency-management-division/grants/homeland-security-grants, incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment and supply categories for 15HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/preparedness-non-disaster-grants. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. Subrecipients are solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, Subrecipients must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

Subrecipients are solely responsible for ensuring equipment eligibility in accordance with the AEL.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

e. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

f. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 15HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

g. As a subrecipient of federal funds, the Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

4. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. Subrecipients are required to comply with DHS/FEMA EHP Policy Guidance which can be found at https://www.fema.gov/office-environmental-planning-and-historic-preservation; FP 108-023-1 Environmental Planning and Historic Preservation Policy Guidance at http://www.fema.gov/media-library/assets/documents/85376; and FP 108.24.4 Environmental Planning and Historical Preservation Policy at https://www.fema.gov/media-library/assets/documents/101537, all of which are incorporated in and made a part of this Agreement.

a. Subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed before funds are reimbursed. Expenditures for projects started before EHP process review completion approval is received will not be reimbursed.

5. PROCUREMENT

a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.11.

b. For all sole source contracts expected to exceed $150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must

be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

6. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of financial and performance reports;
   ii. monitoring and documenting the completion of Agreement deliverables;
   iii. documentation of phone calls, meetings, e-mails, and correspondence;
   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
   v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations;
   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

7. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

8. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. The Subrecipient agrees that in order to receive FFY 2015 federal preparedness funding, to include HSGP, NIMS compliance requirements for 2015 must be met.

B. HSGP SPECIFIC REQUIREMENTS

1. 15HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:

a. Up to 5% percent of the HSGP award received by the Department may be used for management and administrative purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for management and administration costs under this Agreement is identified in the Budget (Exhibit E), and may be less than, but will not exceed, the maximum 5%.

b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Exhibit E) and may differ from the combined 25% requirement.

c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the Department unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Exhibit E) and may differ from the 50% HSGP limit.

2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a **nexus to terrorism** exists. All supported investments are based on capability targets and gaps identified during the assessment process.

3. UASI-funded projects must build and sustain the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from **acts of terrorism**.

4. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

5. The Subrecipient shall use HSGP funds only to perform tasks as described in the Work Plan, as approved by the Department, and in compliance with this Agreement.

6. Subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to develop their own TEP shall submit it to hseep@fema.dhs.gov and emd.training@mil.wa.gov no later than June 1st annually.

   a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.

7. Subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to hseep@fema.dhs.gov and emd.training@mil.wa.gov. Further information regarding the use of HSEEP can be found at https://hseep.preptoolkit.org/.

8. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including but not limited to the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

C. DHS FFY15 HSGP TERMS AND CONDITIONS

As a subrecipient of 15HSGP Program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the FFY15 HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2015-SS-00013-S01, which are incorporated in and made a part of this Agreement as Attachment #1.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Grant Agreement, terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

c. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

f. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend $750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

Once the single audit has been completed and it includes any audit findings, the Subrecipient must send a full copy of the audit to the Department and its corrective action plan no later than 9 months after the end of the Subrecipient's fiscal year(s) to:

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to the address listed above.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be conducted in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms.

Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

A.11 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal

entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed

by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.15 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.16 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure.

Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.17 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.18 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.19 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations, and shall maintain a record of this compliance.

A.20 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.21 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.22 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement; provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.24 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a

royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.25 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.26 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices, and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project.

The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation, and/or maintenance of a project.

A.28 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES, AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

WORK PLAN/APPROVED PROJECTS

2015 Homeland Security Grant (HSGP)
State Homeland Security Program (SHSP)

Agency: Washington State Patrol

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. Eighty-percent of the state's award is allocated to local and tribal units of government in accordance with Federal guidelines. Washington State is divided into nine Homeland Security Regions. Funding is allocated to the Regions according to a county base, population, and population density funding formula. The remaining twenty percent is allocated to state agencies using a sustainment funding model.

Washington State has been consistently ranked approximately #15 in the nation for threat/risk. Our state is home to major aerospace and computer technology corporations; energy infrastructure; nuclear facilities; military bases; and hosts the nation's largest ferry system. Additionally, the state of Washington shares border of 427 miles with Canada, as well as a general coastline on the Pacific Ocean totaling more than 157 miles. If total shorelines are included, that number rises to over 3000 miles.

The majority of the activities addressed in this Investment fall under the "Intelligence and Information Sharing" core capability and will both sustain this capability and also close gaps that currently exist. Specifically, this Investment aims to: 1) enhance situational awareness, pursue tips and leads, and analyze data into actionable information for stakeholders; 2) address training gap for additional Fusion Liaison Officers (FLOs) to increase line level awareness; 3) enhance existing technology to ensure information can be shared vertically and horizontally (as needed and authorized) and to bring disparate systems together.

As part of the Washington State FFY15 SHSP Investment Justification, WSP was approved for the following project:

PROJECT #1	Washington State Fusion Center	$ 479,004
DESCRIPTION:	Sustainment of six (6) statewide analysts that provide intake, domestic/international terrorism analysis, maritime and border analysis, high impact analysis, and cyber analysis; One (1) intelligence management system coordinator to provide system solutions and technology enhancements that merge disparate information management systems together; Fusion Liaison Officer training that provides a way for law enforcement agencies to engage with fusion centers, as well as a scalable way for fusion centers to engage with non-law enforcement partners, such as fire services, public health, and other public safety–related agencies and provide two-way information sharing between individuals performing day-to-day operations with a fusion center, allowing for further identification and analysis of previously unidentified trends or correlations; technology advancements in fusion center to bring disparate systems together and promote information sharing/security; and exercise participation.	

TIMELINE

FFY15 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP)

DATE	TASK
September 1, 2015	Start of Agreement performance period
April 15, 2016	Submit Reimbursement Request and Progress Report
July 15, 2016	Submit Reimbursement Request and Progress Report
October 15, 2016	Submit Reimbursement Request and Progress Report
January 15, 2017	Submit Reimbursement Request and Progress Report
April 15, 2017	Submit Reimbursement Request and Progress Report
July 15, 2017	Submit Reimbursement Request and Progress Report
August 31, 2017	All work ceases. Grant Agreement End Date.
October 15, 2017	Submit **Closeout** Report and Final Reimbursement Request. ** *Reports are due before final invoice will be reimbursed.*

BUDGET

FFY15 Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

PROJECT	SOLUTION AREA	AMOUNT	PERSONNEL	LETPA
PROJECT #1 Fusion Center	Planning	$ 9,613	$ -	$ 9,613
	Organization	$ 377,758	$ 377,758	$ 377,758
	Equipment	$ 22,324		$ 22,324
	Training	$ 18,190	$ 12,000	$ 18,190
	Exercise	$ 4,851	$ 2,500	$ 4,851
	Indirect 29.5%	$ 22,318		$ -
	Subtotal	$ 455,054	$ 392,258	$ 432,736
M&A	Salaries & Benefits	$ 18,495	$ 18,495	
	Overtime/Backfill	$ -	$ -	
	Goods & Services	$ -		
	Travel/Per Diem	$ -		
	Indirect 29.5%	$ 5,455		
	Subtotal	$ 23,950	$ 18,495	$ -
	TOTAL Allocated AMOUNT:	**$ 479,004**	**$ 410,753**	**$ 432,736**
	TOTAL Grant Agreement AMOUNT:	**$ 479,004**	**$ 410,753**	**$ 432,736**

GRANT AGREEMENT CAPS & THRESHOLDS

The Subgrantee ensures

The Personnel expenditures under this agreement will not exceed the percentage established within this budget. If the percentage is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver is approved by DHS.

Personnel Expenses: $410,753 **86% of Agreement Amount**

The total expenditures meeting the Law Enforcement Terrorism Prevention (LETPA) eligibility will equal or exceed the percentage established within this budget.

LETPA: $432,736 **90% of Agreement Amount**

Cumulative transfers to budget categories in excess of 10% of Grant Agreement amount will not be reimbursed without prior written authorization from the Department.

15HSGP Award Document

EMW-2015-SS-00013-S01

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington State Military Department
Building 20
Camp Murray, WA 98430

Re: Grant No. EMW-2015-SS-00013

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Homeland Security Grant Program has been approved in the amount of $ $13,512,908.00 . You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Homeland Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at https://portal.fema.gov. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at http://www.sam.gov. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.

BRIAN KAMOIE, GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Washington State Military Department
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2015-SS-00013-S01

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Article I - Summary Description of Award

The purpose of the FY 2015 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,493,000.00, Urban Areas Security Initiative (UASI) funding in the amount of $5,500,000.00, and Operation Stonegarden (OPSG) funding in the amount of $1,519,908.00. The following counties received Operation Stonegarden funds: Clallam County, $310,045.00; Colville Tribe, $70,000.00; Ferry County, $100,000.00; Island County, $150,092.00; Jefferson County, $74,000.00; Okanogan County, $140,000.00; Pend Oreille County, $78,000.00; San Juan County, $140,000.00;Stevens County, $90,000.00; and Whatcom County, $367,771.00

Article II - Operation Stonegarden Program Hold

The recipients are prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Frag Order has been reviewed, and approved by official notification by DHS/FEMA and Customs and Border Protection/

United States Border Patrol (CBP/USBP). Each Operations Order will be transferred via the secure portal (CBP/USBP) BPETS system from each respective AOR Sector HQ to CBP/USBP HQ in Washington DC for review and pre-approval for Operational continuity, then forwarded to DHS/FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by DHS/FEMA via email to the respective State Administrative Agency (SAA) and CBP/ USBP HQ in Washington DC.

Article III - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article VI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article VIII - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article X - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article XI - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

Article XII - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XIII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XIV - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XV - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XVI - Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov*.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify*.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

And

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Article XVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XIX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines

issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XXIII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XXIV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXV - Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article XXVI - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XXVII - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVIII - Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXIX - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXX - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXXI - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXXII - System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article XXXIII - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose

Article XXXIV - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXVI - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2015-SS-00013-S01	***	916001095G	AWARD	W510950N, W510952N, W510953N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Military Department Building 20 Camp Murray, WA, 98430	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Michael Alston	253-512-7083	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2015	PARS	Cost Reimbursement	09/01/2015	08/31/2018
			Budget Period	
			09/01/2015	08/31/2018

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2015-SL-B112-P410--4101-D:W510952N $ 1,519,908.00; 2015-SL-B111-P410--4101-D:W510950N $ 6,493,000.00; 2015-SL-B211-P410--4101-D:W510953N $ 5,500,000.00	$0.00	$13,512,908.00	$13,512,908.00	$0.00
TOTALS			**$0.00**	**$13,512,908.00**	**$13,512,908.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Bret Daugherty, The Adjutant General	08/12/2015
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
	08/10/2015

ANDREA GORDON . Assistance Officer

Washington Military Department Contract Number: E16-147

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Washington State Patrol		Doing business as (DBA)	
ADDRESS 210 11th Ave SE Olympia WA 98504	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: G C Hattell Date: 11-12-15

Print Name and Title: G. Curt Hattell, Deputy Chief

Washington Military Department Contract Number:_____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

FFATA FORM

Subrecipient Agency:	Washington State Patrol - K11433		
Grant and Year:	FFY15	Agreement Number:	E16-147
Completed by:	Robert Maki, CSO (Name, Title)		11/10/15 (Telephone)
Date Completed:			

STEP 1				
Is your grant agreement less than $25,000?	YES ☐	STOP, no further analysis needed, GO to Step 6	NO ☒	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES ☐	GO to STEP 3	NO ☒	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?	YES ☐	GO to STEP 4	NO ☐	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES ☐	STOP, no further analysis needed, GO to step 6	NO ☐	GO to STEP 5

STEP 5	
Executive #1	Name:
	Total Compensation amount: $
Executive #2	Name:
	Total Compensation amount: $
Executive #3	Name:
	Total Compensation amount: $
Executive #4	Name:
	Total Compensation amount: $
Executive #5	Name:
	Total Compensation amount: $

STEP 6

If your organization does not meet these criteria, specifically identify below **each** criteria that is not met for your organization: For Example: "Our organization received less than $25,000."

DID NOT RECEIVE 80% OF REVENUE FROM FEDERAL SOURCES

Signature: Robert L Maki CSO Date: 11/10/15

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:
http://www.whitehouse.gov/omb/open
http://www.hrsa.gov/grants/ffata.html
http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf
http://www.grants.gov/

FFATA PROVISIONS AND INSTRUCTIONS
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below $25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than $25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below $25,000 but subsequent grant modifications result in a total subaward equal to or over $25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds $25,000. If the initial subaward equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards; and

The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

"Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.

2 CFR Part 200 Subpart F Audit Certification Form

Audits of States, Local Governments, Indian Tribes, and Non-Profit Organizations

Contact Information	
Subrecipient Name (Agency, Local Government, or Organization): Washington State Patrol	
Authorized Chief Financial Officer (central accounting office): Robert L. Maki, CFE, CGFM	
Address: 210 11th Ave SE, Rm. 116, Olympia WA 98501	
Email: Bob.Maki@wsp.wa.gov	Phone #: 360-596-4045

Purpose: As a pass-through entity of federal grant funds, the Washington Military Department/Emergency Management Division (Department) is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending $750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from the Department as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend $750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity ***is not*** subject to these requirements, you must complete Section A of this Form. If your entity ***is*** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

☐ We did not expend $750,000 or more of *total* federal awards during the fiscal year.

☐ We are a for-profit agency.

☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] MARCH 2015 for Fiscal Year ending [enter date] 2014. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number:

www.ofm.wa.gov/singleaudit/2014

☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____.

☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on _____ [enter date] for Fiscal Year ending _____[enter date]. We will provide electronic copy of the audit report to contracts.office@mil.wa.gov at that time or provide the state auditor report number: _____.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Chief Financial Officer: Robert L. Maki Date: 11/18/15

Print Name & Title: Robert L. Maki, CFE, CGFM

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
WASHINGTON STATE PATROL	JANUARY 2014
PROJECT DESCRIPTION ALL	CONTRACT NUMBER ALL

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	John R. Batiste	Chief

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	John R. Batiste	Chief
	G. Curt Hatteil	Deputy Chief

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Robert L. Maki	Chief Financial Officer
	Brian J. Wright	Accounting Manager

WSP Contract No. K11433

Washington State Military Department
AMENDMENT

1. SUBRECIPIENT NAME/ADDRESS:	2. GRANT AGREEMENT NUMBER:	3. AMENDMENT NUMBER:
Washington State Patrol PO Box 42600 Olympia, WA 98504-0001	E16-147	A

4. SUBRECIPIENT CONTACT, PHONE/EMAIL:	5. DEPARTMENT CONTACT, PHONE/EMAIL:
Arel Solie, (360) 704-2962 arel.solie@wsp.wa.gov	Deborah Henderson (253) 512-7470 deborah.henderson@mil.wa.gov

6. TIN or SSN:	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #:	8. FUNDING SOURCE NAME/AGREEMENT #:
NA	97.067 (15SHSP)	EMW-2015-SS-00013-S01

9. FUNDING AUTHORITY:
Washington State Military Department (Department) and US Department of Homeland Security (DHS)

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:

This amendment extends the contract and modifies the budget to ensure the Washington State Patrol (WSP) has adequate time to appropriate existing expenditures between grants in the event the state does not receive a personnel cap waiver. The following adjustments are also made:

-WSP will no longer have positions coding time to M&A due to an organizational change. That funding will be used to cover training expenses.

-Article I, Key Personnel, is updated.

Changes to Exhibit D, Timeline, are noted in strikethrough and grey highlight. The cumulative budgetary changes decrease the personnel percentage from 86% to 72% and increase the LETPA percentage from 86% to 93%, as noted on Exhibit E, Budget.

11. AMENDMENT TERMS AND CONDITIONS:

1. **Replace** Original Article I -- Key Personnel Exhibit A **with** Revised Article I -- Key Personnel (Exhibit A) attached to this amendment.
2. **Change** the Grant Agreement end date of August 31, 2017 **to** May 31, 2018.
3. The overall Grant Agreement of $479,004 remains **Unchanged.**
4. **Replace** Original Timeline (Exhibit D) **with** Revised Timeline (Exhibit D) attached to this amendment.
5. **Replace** Original Budget Sheet (Exhibit E) **with** Revised Budget Sheet (Exhibit E) attached to this amendment.

This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Subrecipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment:

FOR THE DEPARTMENT:

Signature 9-6-17 Date

Dan Swisher, Chief Financial Officer
Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:
Brian E. Buchholz (signature on file) 6/13/2012
Assistant Attorney General

FOR THE SUBRECIPIENT:

Signature 8/31/17 Date

John R. Batiste, Chief
Washington State Patrol

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Form Date: 10/27/00

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		MILITARY DEPARTMENT
Name	**Arel Solie**	Name	**Charma Anderson**
Title	HLS Section Commander	Title	Section Supervisor
E-Mail	arel.solie@wsp.wa.gov	E-Mail	charma.anderson@mil.wa.gov
Phone	(360) 704-2962	Phone	(253) 512-7064
Name	**Simon Tee**	Name	**Deborah Henderson**
Title	Grants and Contract Manager	Title	Program Coordinator
E-Mail	simon.tee@wsp.wa.gov	E-Mail	deborah.henderson@mil.wa.gov
Phone	(360) 725-5509	Phone	(253) 512-7470
Name	**Rebecca Kirby**	Name	**Dalton Gamboa**
Title	Contracts Specialist	Title	Program Assistant
E-Mail	rebecca.kirby@wsp.wa.gov	E-Mail	dalton.gamboa@mil.wa.gov
Phone	(360) 596-4071	Phone	(253) 512-7044

REVISED TIMELINE

FFY15 Homeland Security Grant Program (HSGP),
State Homeland Security Program (SHSP)

DATE	TASK
September 1, 2015	Start of Agreement performance period
April 15, 2016	Submit Reimbursement Request and Progress Report
July 15, 2016	Submit Reimbursement Request and Progress Report
October 15, 2016	Submit Reimbursement Request and Progress Report
January 15, 2017	Submit Reimbursement Request and Progress Report
April 15, 2017	Submit Reimbursement Request and Progress Report
July 15, 2017	Submit Reimbursement Request and Progress Report
October 15, 2017	Submit Reimbursement Request and Progress Report
January 15, 2018	Submit Reimbursement Request and Progress Report
April 15, 2018	Submit Reimbursement Request and Progress Report
~~August 31, 2017~~ May 31, 2018	All work ceases. Grant Agreement End Date.
~~October 15, 2017~~ July 15, 2018	Submit **Closeout** Report and Final Reimbursement Request. ** *Reports are due before final invoice will be reimbursed.*

REVISED BUDGET

FFY15 Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

PROJECT	SOLUTION AREA	CURRENT BUDGET	REVISIONS	NEW BUDGET	PERSONNEL	LETPA
PROJECT #1 Washington State Fusion Center	Planning	$ 9,613	$ (1,467)	$ 8,146	$ 204	$ 8,146
	Organization	$377,758	$ (3,760)	$373,998	$ 329,829	$ 373,998
	Equipment	$ 22,324	$ 1,005	$ 23,329	$ -	$ 23,329
	Training	$ 18,190	$ 21,893	$ 40,083	$ 12,859	$ 40,083
	Exercise	$ 4,851	$ (4,851)	$ -	$ -	$ -
	Indirect 29.9%	$ 22,318	$ 11,130	$ 33,448	$ -	$ -
	Subtotal	$455,054	$ 23,950	$479,004	$ 342,891	$ 445,556
M&A	M&A	$ 18,495	$ (18,495)	$ -	$ -	$ -
	Indirect 29.9%	$ 5,455	$ (5,455)	$ -	$ -	$ -
	Subtotal	$ 23,950	$ (23,950)	$ -	$ -	$ -
PROJECT #3	Planning	$ -	$ -	$ -	$ -	$ -
	Organization	$ -	$ -	$ -	$ -	$ -
	Equipment	$ -	$ -	$ -	$ -	$ -
	Training	$ -	$ -	$ -	$ -	$ -
	Exercise	$ -	$ -	$ -	$ -	$ -
	Indirect 0%	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -
PROJECT #4	Planning	$ -	$ -	$ -	$ -	$ -
	Organization	$ -	$ -	$ -	$ -	$ -
	Equipment	$ -	$ -	$ -	$ -	$ -
	Training	$ -	$ -	$ -	$ -	$ -
	Exercise	$ -	$ -	$ -	$ -	$ -
	Indirect 0%	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -
TOTAL Grant Agreement AMOUNT:		**$ 479,004**	**$ -**	**$ 479,004**	**$ 342,891**	**$ 445,556**

GRANT AGREEMENT CAPS & THRESHOLDS

The Subgrantee ensures

The Personnel expenditures under this agreement will not exceed the percentage established within this budget. If the percentage is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver is approved by DHS.

Current Budget Personnel Expenses:	**$410,753**	**86%**	**of Current Agreement Amount**
Revisions to Personnel Expenses	**-$67,862**		
New Budget Personnel Expenses:	**$342,891**	**72%**	**of Amended Agreement Amount**

The total expenditures meeting the Law Enforcement Terrorism Prevention (LETPA) eligibility will equal or exceed the percentage established within this budget.

Current Budget LETPA Amount:	**$432,736**	**90%**	**of Current Agreement Amount**
Revisions to LETPA Amount:	**$12,820**		
New Budget LETPA Amount:	**$445,556**	**93%**	**of Amended Agreement Amount**

Cumulative transfers to Projects in excess of 10% of Grant Agreement amount will not be reimbursed without prior written authorization from the Department

+Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Washington State Patrol** **PO Box 42600** **Olympia, WA 98504-0001**	2. Grant Agreement Amount: **$ 547,425**	3. Grant Agreement Number: **E16-148**
4. Subrecipient Contact, phone/email: **Arel Solie, (360) 704-2962** **arel.solie@wsp.wa.gov**	5. Grant Agreement Start Date: **9/1/2015**	6. Grant Agreement End Date: **8/31/2017**
7. Department Program Manager, phone/email: **Michael Alston, (253) 512-7083** **michael.alston@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **808883854**	9. UBI # (state revenue): **342-008-834**

10. Funding Authority:
Washington State Military Department (the "Department") and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: Code 45	12. Federal Award Date: **08/12/2015**	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: **97.067 – HSGP (15UASI)**
14. Total Federal Award Amount: **$13,512,908**	15. Program Index # & OBJ/SUB-OBJ: **753UE, 753UT, 753US, 753UG, 753UF, 753UA / NZ**	16. TIN: **91-6001127**
17. Service Districts: BY LEGISLATIVE DISTRICTS:: **All** BY CONGRESSIONAL DISTRICTS: **All**	18. Service Area by County(ies): **Statewide**	19. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE # _____

20. Agreement Classification ☐ Personal Services ☐ Client Services X Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract X Grant X Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐CONTRACTOR X SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:
The purpose of the FFY 2015 Homeland Security Grant Program (15HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 15HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. 15HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 15HSGP Award, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's preparedness activities (scope), timeline (schedule) and budget for the subaward are detailed in Exhibits C, D, and E.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan/Approved Projects (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS/FEMA Award and program documents**
3. **Approved Projects**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

2/10/2016
Signature Date
Richard A. Woodruff, Contracts Administrator
Washington State Military Department

BOILERPLATE APPROVED TO FORM:
Brian E. Buchholz (signature on file 9/9/2015)
Assistant Attorney General

FOR THE SUBRECIPIENT:

2-5-16
Signature Date
John R. Batiste, Chief

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Form 09/09/2015 mll

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		MILITARY DEPARTMENT
Name	**Arel Solie**	Name	**Michael Alston**
Title	**HLS Section Commander**	Title	**Program Manager**
E-Mail	**arel.solie@wsp.wa.gov**	E-Mail	**michael.alston@mil.wa.gov**
Phone	**(360) 704-2962**	Phone	**(253) 512-7083**
Name	**Simon Tee**	Name	**Deborah Henderson**
Title	**Grants and Contracts Manager**	Title	**Program Coordinator**
E-Mail	**simon.tee@wsp.wa.gov**	E-Mail	**deborah.henderson@mil.wa.gov**
Phone	**(360) 596-4052**	Phone	**(253) 512-7470**
Name	**Rebecca Kirby**	Name	**Dalton Gamboa**
Title	**Contracts Specialist**	Title	**Program Assistant**
E-Mail	**rebecca.kirby@wsp.wa.gov**	E-Mail	**dalton.gamboa@mil.wa.gov**
Phone	**(360) 596-4071**	Phone	**(253) 512-7044**

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the 15HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:
The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 15HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 15HSGP funds, including but not limited to those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA

applicable to the 15HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01 in Attachment #1, and the federal regulations commonly applicable to DHS/FEMA grants

iii. The Subrecipient shall be responsible to the Department for ensuring that all 15HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment #1 of this Agreement.

2. **REIMBURSEMENT & BUDGET REQUIREMENTS**

a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in Exhibit E, Budget. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.

d. For travel costs, Subrecipients shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and local, state, or federal auditors.

f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought.

Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Milestone Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Milestone Timeline.

g. Any request for extension of a due date in the Milestone Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.

j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

k. A written amendment will be required if the Subrecipient expects cumulative transfers between project budgets, as identified in the Budget (Exhibit E) and Work Plan/Approved Project (Exhibit C), to exceed 10% of the Grant Agreement Amount. Any adjustments to project totals not in compliance with this paragraph will not be reimbursed.

l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

2. REPORTING REQUIREMENTS

a. The Subrecipient shall submit with each reimbursement request a report indicating the status of Work Plan activities for which reimbursement is sought in the format provided by the Department.

b. The Subrecipient shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the

FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms; which is incorporated by reference and made a part of this Agreement.

c. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

3. **EQUIPMENT AND SUPPLY MANAGEMENT**

a. Subrecipients and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies, including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.

vi. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

vii. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer

needed for the original project or program or for other activities currently or previously supported by a Federal agency, the Subrecipient must comply with following procedures:

A. The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.

B. The Subrecipient must dispose of equipment as follows:

i. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency.

ii. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.

x. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with EMD's Purchase Policy contained within the EMD Purchase Workbook version 2015.1 located at http://mil.wa.gov/emergency-management-division/homeland-security-grants, incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment and supply categories for 15HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/preparedness-non-disaster-grants. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. Subrecipients are solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, Subrecipients must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

Subrecipients are solely responsible for ensuring equipment eligibility in accordance with the AEL.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

e. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

f. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 15HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

g. As a subrecipient of federal funds, the Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

4. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. Subrecipients are required to comply with DHS/FEMA EHP Policy Guidance which can be found at https://www.fema.gov/office-environmental-planning-and-historic-preservation; FP 108-023-1 Environmental Planning and Historic Preservation Policy Guidance at http://www.fema.gov/media-library/assets/documents/85376; and FP 108.24.4 Environmental Planning and Historical Preservation Policy at https://www.fema.gov/media-library/assets/documents/101537, all of which are incorporated in and made a part of this Agreement.

a. Subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed before funds are reimbursed. Expenditures for projects started before EHP process review completion approval is received will not be reimbursed.

5. PROCUREMENT

a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.11.

b. For all sole source contracts expected to exceed $150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must

be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

6. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of financial and performance reports;
   ii. monitoring and documenting the completion of Agreement deliverables;
   iii. documentation of phone calls, meetings, e-mails, and correspondence;
   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
   v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations;
   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

7. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

8. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. The Subrecipient agrees that in order to receive FFY 2015 federal preparedness funding, to include HSGP, NIMS compliance requirements for 2015 must be met.

B. HSGP SPECIFIC REQUIREMENTS

1. 15HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:

a. Up to 5% percent of the HSGP award received by the Department may be used for management and administrative purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for management and administration costs under this Agreement is identified in the Budget (Exhibit E), and may be less than, but will not exceed, the maximum 5%.

b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Exhibit E) and may differ from the combined 25% requirement.

c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the Department unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Exhibit E) and may differ from the 50% HSGP limit.

2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a **nexus to terrorism** exists. All supported investments are based on capability targets and gaps identified during the assessment process.

3. UASI-funded projects must build and sustain the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from **acts of terrorism**.

4. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

5. The Subrecipient shall use HSGP funds only to perform tasks as described in the Work Plan, as approved by the Department, and in compliance with this Agreement.

6. Subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to develop their own TEP shall submit it to hseep@fema.dhs.gov and emd.training@mil.wa.gov no later than June 1st annually.

    a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.

7. Subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to hseep@fema.dhs.gov and emd.training@mil.wa.gov. Further information regarding the use of HSEEP can be found at https://hseep.preptoolkit.org/.

8. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including but not limited to the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

C. DHS FFY15 HSGP TERMS AND CONDITIONS

As a subrecipient of 15HSGP Program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the FFY15 HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2015-SS-00013-S01, which are incorporated in and made a part of this Agreement as Attachment #1.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Grant Agreement, terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

c. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

f. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend $750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

Once the single audit has been completed and it includes any audit findings, the Subrecipient must send a full copy of the audit to the Department and its corrective action plan no later than 9 months after the end of the Subrecipient's fiscal year(s) to:

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to the address listed above.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be conducted in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms.

Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive, order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

A.11 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal

entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed

by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.15 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.16 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure.

Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.17 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.18 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.19 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations, and shall maintain a record of this compliance.

A.20 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.21 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.22 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement; provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.24 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department.

The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.25 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.26 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices, and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.28 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES, AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the

Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

WORK PLAN/APPROVED PROJECTS

2015 Homeland Security Grant (HSGP)
Urban Area Security Initiative (UASI)

Agency: Washington State Patrol

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. A minimum of 80 percent of the state's award is allocated to local units of government within the designated Urban Area in accordance with Federal guidelines. The remaining amount is allocated to state agencies using a sustainment funding model.

Washington State has been consistently ranked approximately #15 in the nation for threat/risk. Our state is home to major aerospace and computer technology corporations; energy infrastructure; nuclear facilities; military bases; and hosts the nation's largest ferry system. Additionally, the state of Washington shares border of 427 miles with Canada, as well as a general coastline on the Pacific Ocean totaling more than 157 miles. If total shorelines are included, that number rises to over 3000 miles.

WSP Cessna aircraft are in high demand for law enforcement, homeland security, natural disaster recovery, and public safety calls; including multiple, simultaneous events and public safety missions. If approved, this project will provide the funding to better prepare aircrews for operations in low light, inclement weather, high volume air traffic in controlled air space and instill a more fluid management of crew duties during emergency responses when time is often critical.

This request benefits/supports a diverse group of agencies, including the Washington State Ferries (WSF), Washington State Department of Transportation (WSDOT), local traffic management centers, EMD with enhanced State EOC capabilities, Washington National Guard (WANG) at the Joint Operations Center (JOC), and other federal, state, and local homeland security partners.

As a part of the Washington State FFY15 UASI Investment Justification, the Washington State Patrol submitted an Investment in which the following projects were approved:

PROJECT #1	Washington State Fusion Center	$ 455,054
DESCRIPTION:	Sustainment of (6) statewide analysts that provide intake, domestic/international terrorism analysis, maritime and border analysis, high impact analysis, and cyber analysis; (1) intelligence management system coordinator to provide system solutions and technology enhancements that merge disparate information management systems together; Fusion Liaison Officer training that provides a way for law enforcement agencies to engage with fusion centers, as well as a scalable way for fusion centers to engage with non-law enforcement partners, such as fire services, public health, and other public safety–related agencies and provide two-way information sharing between individuals performing day-to-day operations with a fusion center, allowing for further identification and analysis of previously unidentified trends or correlations; technology advancements in fusion center to bring disparate systems together and promote information sharing/security; and exercise participation.	
PROJECT #2	WSP Aviation Redbird Training Device	$ 65,171
DESCRIPTION:	The implementation of this proposal will enhance the prevention of terrorism, improve disaster resiliency, and contribute to public safety. Non-funding will result in missed opportunities to improve aircrew proficiency, situational awareness and crew resource management. Approval will enhance capability service provided to all public safety partners. The Washington State Patrol (WSP) currently operates 5 aerial law enforcement aircraft, 2 aircraft are equipped with FLIR daylight, lowlight, and thermal image (Forward Looking Infrared FLIR) cameras. These FLIR-equipped Cessna's greatly enhance homeland security, and to date have been used to monitor targets prone to terrorist attacks, broadcast areas affected by natural disasters, and contribute to overall public safety. This proposal provides a tool to enhance WSP Aircrews instrument proficiency when responding to all hazards mission requests during inclement weather conditions. The trainer will provide crew resource management, low light cockpit orientation, and situational awareness to navigate busy airspace throughout the Puget Sound area through the implementation of a Redbird Advanced Aviation Training Device, FAA approved.	

TIMELINE

FFY15 Homeland Security Grant Program (HSGP), Urban Area Security Initiative (UASI)

DATE	TASK
September 1, 2015	Start of Agreement performance period
April 15, 2016	Submit Reimbursement Request and Progress Report
July 15, 2016	Submit Reimbursement Request and Progress Report
October 15, 2016	Submit Reimbursement Request and Progress Report
January 15, 2017	Submit Reimbursement Request and Progress Report
April 15, 2017	Submit Reimbursement Request and Progress Report
July 15, 2017	Submit Reimbursement Request and Progress Report
August 31, 2017	All work ceases. Grant Agreement End Date.
October 15, 2017	Submit **Closeout** Report and Final Reimbursement Request. ** *Reports are due before final invoice will be reimbursed.*

BUDGET

FFY15 Homeland Security Grant Program (HSGP)
Urban Area Security Initiative (UASI)

PROJECT	SOLUTION AREA	AMOUNT	PERSONNEL	LETPA
PROJECT #1 Fusion Center	Planning	$ 9,613	$ -	$ 9,613
	Organization	$ 377,758	$ 377,758	$ 379,131
	Equipment	$ 22,324		$ 22,324
	Training	$ 18,190	$ 12,000	$ 18,190
	Exercise	$ 4,851	$ 2,500	$ 4,851
	Indirect 29.5%	$ 22,318		$ -
	Subtotal	$ 455,054	$ 392,258	$ 434,109
PROJECT #2 Aviation Redbird	Planning	$ -	$ -	$ -
	Organization	$ -	$ -	$ -
	Equipment	$ 65,171		$ 65,171
	Training	$ -	$ -	$ -
	Exercise	$ -	$ -	$ -
	Indirect 29.5%	$ -		$ -
	Subtotal	$ 65,171	$ -	$ 65,171
M&A	Salaries & Benefits	$ 21,004	$ 21,004	
	Overtime/Backfill	$ -	$ -	
	Goods & Services	$ -		
	Travel/Per Diem	$ -		
	Indirect 29.5%	$ 6,196		
	Subtotal	$ 27,200	$ 21,004	$ -
	TOTAL Allocated AMOUNT:	**$ 547,425**	**$ 413,262**	**$ 499,280**
	TOTAL Grant Agreement AMOUNT:	**$ 547,425**	**$ 413,262**	**$ 499,280**

GRANT AGREEMENT CAPS & THRESHOLDS

The Subgrantee ensures

The Personnel expenditures under this agreement will not exceed the percentage established within this budget. If the percentage is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver is approved by DHS.

Personnel Expenses: $413,262 **75% of Agreement Amount**

The total expenditures meeting the Law Enforcement Terrorism Prevention (LETPA) eligibility will equal or exceed the percentage established within this budget.

LETPA: $499,280 **91% of Agreement Amount**

Cumulative transfers to Projects in excess of 10% of Grant Agreement amount will not be reimbursed without prior written authorization from the Department

15HSGP Award Document

EMW-2015-SS-00013-S01

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington State Military Department
Building 20
Camp Murray, WA 98430

Re: Grant No. EMW-2015-SS-00013

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Homeland Security Grant Program has been approved in the amount of $ $13,512,908.00 . You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Homeland Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at https://portal.fema.gov. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

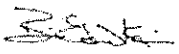
FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at http://www.sam.gov. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.

 BRIAN KAMOIE, GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Washington State Military Department
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2015-SS-00013-S01

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Article I - Summary Description of Award

The purpose of the FY 2015 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,493,000.00, Urban Areas Security Initiative (UASI) funding in the amount of $5,500,000.00, and Operation Stonegarden (OPSG) funding in the amount of $1,519,908.00. The following counties received Operation Stonegarden funds: Clallam County, $310,045.00; Colville Tribe, $70,000.00; Ferry County, $100,000.00; Island County, $150,092.00; Jefferson County, $74,000.00; Okanogan County, $140,000.00; Pend Oreille County, $78,000.00; San Juan County, $140,000.00;Stevens County, $90,000.00; and Whatcom County, $367,771.00

Article II - Operation Stonegarden Program Hold

The recipients are prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Frag Order has been reviewed, and approved by official notification by DHS/FEMA and Customs and Border Protection/

United States Border Patrol (CBP/USBP). Each Operations Order will be transferred via the secure portal (CBP/USBP) BPETS system from each respective AOR Sector HQ to CBP/USBP HQ in Washington DC for review and pre-approval for Operational continuity, then forwarded to DHS/FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by DHS/FEMA via email to the respective State Administrative Agency (SAA) and CBP/ USBP HQ in Washington DC.

Article III - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article VI - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article VII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article VIII - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article IX - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article X - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article XI - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

Article XII - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XIII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XIV - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XV - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XVI - Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov*.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify*.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

And

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Article XVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XIX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines

issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

Article XXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XXIII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XXIV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXV - Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article XXVI - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XXVII - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVIII - Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXIX - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXX - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXXI - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXXII - System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article XXXIII - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose

Article XXXIV - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXVI - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2015-SS-00013-S01	***	916001095G	AWARD	W510950N, W510952N, W510953N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Military Department Building 20 Camp Murray, WA. 98430	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Michael Alston	253-512-7083	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2015	PARS	Cost Reimbursement	09/01/2015	08/31/2018
			Budget Period	
			09/01/2015	08/31/2018

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2015-SL-B112-P410--4101-D:W510952N $ 1,519,908.00; 2015-SL-B111-P410- -4101-D:W510950N $ 6,493,000.00; 2015-SL-B211-P410- -4101-D:W510953N $ 5,500,000.00	$0.00	$13,512,908.00	$13,512,908.00	$0.00
TOTALS			**$0.00**	**$13,512,908.00**	**$13,512,908.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Bret Daugherty, The Adjutant General	08/12/2015
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
	08/10/2015

ANDREA GORDON . Assistance Officer

Washington Military Department Contract Number: E16 148

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Washington State Patrol		Doing business as (DBA)	
ADDRESS 210 11th Ave SE Olympia WA 98504	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: G C Hattell Date: 11-12-15

Print Name and Title: G. Curt Hattell, Deputy Chief

Washington Military Department Contract Number:_____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

FFATA FORM

Subrecipient Agency:	Washington State Patrol - K11434		
Grant and Year:		Agreement Number:	E16-148
Completed by:	ROBERT MARK, CFO (Name, Title)		360 596-4045 (Telephone)
Date Completed:			

STEP 1				
Is your grant agreement less than $25,000?	YES ☐	STOP, no further analysis needed, GO to Step 6	NO ☒	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES ☐	GO to STEP 3	NO ☒	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?	YES ☐	GO to STEP 4	NO ☐	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES ☐	STOP, no further analysis needed, GO to step 6	NO ☐	GO to STEP 5

STEP 5	
Executive #1	Name:
	Total Compensation amount: $
Executive #2	Name:
	Total Compensation amount: $
Executive #3	Name:
	Total Compensation amount: $
Executive #4	Name:
	Total Compensation amount: $
Executive #5	Name:
	Total Compensation amount: $

STEP 6

If your organization does not meet these criteria, specifically identify below **each** criteria that is not met for your organization: For Example: "Our organization received less than $25,000."

DID NOT RECEIVE 80% OF REVENUE FROM FED FUNDING

Signature: Robert Mark CFO Date: 11/19/15

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:
http://www.whitehouse.gov/omb/open
http://www.hrsa.gov/grants/ffata.html
http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf
http://www.grants.gov/

FFATA PROVISIONS AND INSTRUCTIONS
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below $25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than $25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below $25,000 but subsequent grant modifications result in a total subaward equal to or over $25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds $25,000. If the initial subaward equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards; and

The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

"Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
WASHINGTON STATE PATROL	JANUARY 2014
PROJECT DESCRIPTION ALL	CONTRACT NUMBER ALL

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	John R. Batiste	Chief

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	John R. Batiste	Chief
	G. Curt Hattell	Deputy Chief

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Robert L. Maki	Chief Financial Officer
	Brian J. Wright	Accounting Manager

2 CFR Part 200 Subpart F Audit Certification Form

Audits of States, Local Governments, Indian Tribes, and Non-Profit Organizations

Contact Information	
Subrecipient Name (Agency, Local Government, or Organization): Washington State Patrol	
Authorized Chief Financial Officer (central accounting office): Robert L. Maki, CFE, CGFM	
Address: 210 11th Ave SE, Rm. 116, Olympia WA 98501	
Email: Bob.Maki@wsp.wa.gov	Phone #: 360-596-4045

Purpose: As a pass-through entity of federal grant funds, the Washington Military Department/Emergency Management Division (Department) is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending $750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from the Department as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend $750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity ***Is not*** subject to these requirements, you must complete Section A of this Form. If your entity ***Is*** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

- ☐ We did not expend $750,000 or more of *total* federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

- ☐ We completed our last 2 CFR Part 200 Subpart F Audit on (enter date) MARCH 2015 for Fiscal Year ending (enter date) 2014. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

  A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: www.sao.wa.gov/SingleAudit/2014

- ☐ We completed our last 2 CFR Part 200 Subpart F Audit on (enter date) _____ for Fiscal Year ending (enter date) _____. There were findings related to federal awards.

  A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to contracts.office@mil.wa.gov or provide the state auditor report number: _____

- ☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on _____ [enter date] for Fiscal Year ending _____[enter date]. We will provide electronic copy of the audit report to contracts.office@mil.wa.gov at that time or provide the state auditor report number: _____

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Chief Financial Officer: Robert L. Maki Date: 11/18/15

Print Name & Title: Robert L. Maki, CFE, CGFM

Washington State Military Department
AMENDMENT

1. SUB-GRANTEE NAME/ADDRESS:	2. GRANT AGREEMENT NUMBER:	3. AMENDMENT NUMBER:
Washington State Patrol **P.O. Box 42602** **Olympia, WA 98504**	**E16-148**	A

4. SUB-GRANTEE CONTACT, PHONE/EMAIL:	5. DEPARTMENT CONTACT, PHONE/EMAIL:
Arel Solle, (360) 704-2962 **Arel.solle@wsp.wa.gov**	**Matt Robbins, (253) 512-7472** **matt.robbins@mil.wa.gov**

6. TIN or SSN:	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #:	8. FUNDING SOURCE NAME/AGREEMENT #:
91-6001127	**97.067 HSGP (15UASI)**	**EMW-2015-SS-00013-S01**

9. FUNDING AUTHORITY:
Washington State Military Department (the "Department") and the **U.S. Department of Homeland Security** (DHS)

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:
Project #2--Aviation Redbird Training Device is removed from inclusion in the Law Enforcement Terrorist Prevention Activities (LETPA) percentage of cost. The reason for the change is that Washington State Patrol (WSP) finds the cost does not fully meet the intention of LETPA. Given WSP is ultimately responsible for the expenditure, the Department approves the change. The change is reflected in the attached Revised Budget Sheet (Exhibit E).

Article 1, Key Personnel is updated as well.

11. AMENDMENT TERMS AND CONDITIONS:

1. **Replace** Original Article I Key Personnel Exhibit A **with** Revised Article I Key Personnel Exhibit A attached to this amendment.
2. **Replace** Budget Exhibit E **with** Revised Budget Exhibit E, attached to this amendment.
3. The contract end date 8/31/2017 remains **unchanged.**
4. The contract amount of $547,425 remains **unchanged.**

This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Grantee acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment:

FOR THE DEPARTMENT:

10/6/2016
Signature Date
Richard A. Woodruff, Contracts Officer
Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:
Brian E. Buchholz (signature on file) 6/13/2012
Assistant Attorney General

FOR THE SUB-GRANTEE:

10/3/16
Signature Date
John R. Batiste, Chief
Washington State Patrol

APPROVED AS TO FORM (If applicable):

Applicant's Legal Review Date

Form Date: 10/27/00

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	**Arel Solie**	Name	**Charma Anderson**
Title	HLS Section Commander	Title	Section Supervisor
E-Mail	Arel.solie@wsp.wa.gov	E-Mail	charma.anderson@mil.wa.gov
Phone	(360) 704-2962	Phone	(253) 512-7064
Name	**Amy Myers**	Name	**Matt Robbins**
Title	Administrative Assistant	Title	Program Coordinator
E-Mail	Amy.myers@wsp.wa.gov	E-Mail	matt.robbins@mil.wa.gov
Phone	(360) 704-2290	Phone	(253) 512-7472
Name	**Rebecca Kirby**	Name	**Dalton Gamboa**
Title	Contract Specialist	Title	Program Assistant
E-Mail	Rebecca.kirby@wsp.wa.gov	E-Mail	dalton.gamboa@mil.wa.gov
Phone	(360) 596-4071	Phone	(253) 512-7044

REVISED BUDGET

FFY15 Homeland Security Grant Program (HSGP)
Urban Areas Security Initiative (UASI)

PROJECT	SOLUTION AREA	AMOUNT	PERSONNEL	LETPA
PROJECT #1 Fusion Center	Planning	$ 9,613	$ -	$ 9,613
	Organization	$ 377,758	$ 377,758	$ 379,131
	Equipment	$ 22,324		$ 22,324
	Training	$ 18,190	$ 12,000	$ 18,190
	Exercise	$ 4,851	$ 2,500	$ 4,851
	Indirect 29.5%	$ 22,318		$ -
	Subtotal	$ 455,054	$ 392,258	$ 434,109
PROJECT #2 Aviation Redbird	Planning	$ -	$ -	$ -
	Organization	$ -	$ -	$ -
	Equipment	$ 65,171		~~$ 65,171~~
	Training	$ -	$ -	$ -
	Exercise	$ -	$ -	$ -
	Indirect 29.5%	$ -		$ -
	Subtotal	$ 65,171	$ -	~~$ 65,171~~
M&A	Salaries & Benefits	$ 21,004	$ 21,004	
	Overtime/Backfill	$ -	$ -	
	Goods & Services	$ -		
	Travel/Per Diem	$ -		
	Indirect 29.5%	$ 6,196		
	Subtotal	$ 27,200	$ 21,004	$ -
	TOTAL Allocated AMOUNT:	$ 547,425	$ 413,262	$ 434,109
	TOTAL Grant Agreement AMOUNT:	$ 547,425	$ 413,262	$ 434,109

GRANT AGREEMENT CAPS & THRESHOLDS

The Subgrantee ensures

The Personnel expenditures under this agreement will not exceed the percentage established within this budget. If the percentage is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver is approved by DHS.

Personnel Expenses: $413,262 **75% of Agreement Amount**

The total expenditures meeting the Law Enforcement Terrorism Prevention (LETPA) eligibility will equal or exceed the percentage established within this budget.

LETPA: $434,109 **79% of Agreement Amount**

Cumulative transfers to Projects in excess of 10% of Grant Agreement amount will not be reimbursed without prior written authorization from the Department

Cumulative changes to Solution Areas in excess of 10% of the contract award will not be reimbursed without prior written authorization from the Department.

To manage HSGP caps (5% M&A and 50% Personnel expenses) reimbursement requests for Management & Administration and Personnel expenses above the current allocation will not be reimbursed without approved amendment.

Washington State Military Department
AMENDMENT

1. SUB-GRANTEE NAME/ADDRESS:	2. GRANT AGREEMENT NUMBER:	3. AMENDMENT NUMBER:
Washington State Patrol P.O. Box 42602 Olympia, WA 98504	E16-148	B
4. SUB-GRANTEE CONTACT, PHONE/EMAIL: Arel Solie, (360) 704-2962 arel.solie@wsp.wa.gov	5. DEPARTMENT CONTACT, PHONE/EMAIL: Deborah Henderson, (253) 512-7470 deborah.henderson@mil.wa.gov	
6. TIN or SSN: NA	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 97.067 HSGP (15UASI)	8. FUNDING SOURCE NAME/AGREEMENT #: EMW-2015-SS-00013-S01

9. FUNDING AUTHORITY:
Washington State Military Department (the "Department") and the **U.S. Department of Homeland Security** (DHS)

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:

This amendment extends the contract and modifies the budget to ensure the Washington State Patrol (WSP) has adequate time to appropriate existing expenditures between grants in the event the state does not receive a personnel cap waiver. The following adjustments are also made:

-WSP will no longer have positions coding time to M&A due to an organizational change. That funding will be used to cover training expenses.

-Costs associated with Project #3, Aviation Red Bird, are removed from the LETPA allocation.

-Article I, Key Personnel, is updated.

Changes to Exhibit D, Timeline, are noted in strikethrough and grey highlight. The cumulative budgetary changes decrease the personnel percentage from 75% to 65% and the LETPA percentage from 91% to 82%, as noted on Exhibit E, Budget.

11. AMENDMENT TERMS AND CONDITIONS:

1. **Replace** Original Article I -- Key Personnel Exhibit A **with** Revised Article I -- Key Personnel (Exhibit A) attached to this amendment.
2. **Change** the Grant Agreement end date of August 31, 2017 **to** May 31, 2018.
3. The overall Grant Agreement of $547,425 remains **Unchanged.**
4. **Replace** Original Timeline (Exhibit D) **with** Revised Timeline (Exhibit D) attached to this amendment.
5. **Replace** Original Budget Sheet (Exhibit E) **with** Revised Budget Sheet (Exhibit E) attached to this amendment.

This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Grantee acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment:

FOR THE DEPARTMENT:

9-6-17
Signature Date
Dan Swisher, Chief Financial Officer
Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:
Brian E. Buchholz (signature on file) 6/13/2012
Assistant Attorney General

FOR THE SUB-GRANTEE:

8/31/17
Signature Date
John R. Batiste, Chief
Washington State Patrol

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Form Date: 10/27/00

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Grant Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUB-GRANTEE		MILITARY DEPARTMENT
Name	**Arel Solie**	Name	**Charma Anderson**
Title	HLS Section Commander	Title	Section Supervisor
E-Mail	arel.solie@wsp.wa.gov	E-Mail	charma.anderson@mil.wa.gov
Phone	(360) 704-2962	Phone	(253) 512-7064
Name	**Amy Myers**	Name	**Deborah Henderson**
Title	Administrative Assistant	Title	**Program Coordinator**
E-Mail	amy.myers@wsp.wa.gov	**E-Mail**	deborah.henderson@mil.wa.gov
Phone	(360) 704-2290	Phone	**(253) 512-7470**
Name	**Rebecca Kirby**	Name	**Dalton Gamboa**
Title	Contract Specialist	Title	Program Assistant
E-Mail	rebecca.kirby@wsp.wa.gov	E-Mail	dalton.gamboa@mil.wa.gov
Phone	(360) 596-4071	Phone	(253) 512-7044

TIMELINE

FFY15 Homeland Security Grant Program (HSGP),
Urban Areas Security Initiative (UASI)

DATE	TASK
September 1, 2015	Start of Agreement performance period
April 15, 2016	Submit Reimbursement Request and Progress Report
July 15, 2016	Submit Reimbursement Request and Progress Report
October 15, 2016	Submit Reimbursement Request and Progress Report
January 15, 2017	Submit Reimbursement Request and Progress Report
April 15, 2017	Submit Reimbursement Request and Progress Report
July 15, 2017	Submit Reimbursement Request and Progress Report
October 15, 2017	Submit Reimbursement Request and Progress Report
January 15, 2018	Submit Reimbursement Request and Progress Report
April 15, 2017	Submit Reimbursement Request and Progress Report
~~August 31, 2017~~ May 31, 2018	All work ceases. Grant Agreement End Date.
July 15, 2018	Submit **Closeout** Report and Final Reimbursement Request. ** *Reports are due before final invoice will be reimbursed.*

REVISED BUDGET

FFY15 Homeland Security Grant Program (HSGP)
Urban Areas Security Initiative (UASI)

PROJECT	SOLUTION AREA	CURRENT BUDGET	REVISIONS	NEW BUDGET	PERSONNEL	LETPA
PROJECT #1 Washington State Fusion Center	Planning	$ 9,613	$ (2,770)	$ 6,843		$ 6,843
	Organization	$377,758	$ 19,842	$397,600	$ 352,243	$ 397,600
	Equipment	$ 22,324	$ (5,857)	$ 16,467	$ -	$ 16,467
	Training	$ 18,190	$ 8,202	$ 26,392	$ -	$ 26,392
	Exercise	$ 4,851	$ (4,851)	$ -	$ -	$ -
	Indirect 29.9%	$ 22,318	$ 8,054	$ 30,372	$ -	$ -
	Subtotal	$455,054	$ 22,620	$477,674	$ 352,243	$ 447,302
Project #2 Aviation Red Bird	Planning	$ -	$ -	$ -	$ -	$ -
	Organization	$ -	$ -	$ -	$ -	$ -
	Equipment	$ 65,171	$ -	$ 65,171	$ -	$ -
	Training	$ -	$ -	$ -	$ -	$ -
	Exercise	$ -	$ -	$ -	$ -	$ -
	Indirect 29.9%	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ 65,171	$ -	$ 65,171	$ -	$ -
M&A	M&A	$ 21,004	$ (17,478)	$ 3,526	$ 3,526	$ -
	Indirect 29.9%	$ 6,196	$ (5,142)	$ 1,054	$ -	$ -
	Subtotal	$ 27,200	$ (22,620)	$ 4,580	$ 3,526	$ -
PROJECT #4	Planning	$ -	$ -	$ -	$ -	$ -
	Organization	$ -	$ -	$ -	$ -	$ -
	Equipment	$ -	$ -	$ -	$ -	$ -
	Training	$ -	$ -	$ -	$ -	$ -
	Exercise	$ -	$ -	$ -	$ -	$ -
	Indirect 0%	$ -	$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -
TOTAL Grant Agreement AMOUNT:		**$547,425**	**$ -**	**$547,425**	**$ 355,769**	**$ 447,302**

GRANT AGREEMENT CAPS & THRESHOLDS

The Subgrantee ensures

The Personnel expenditures under this agreement will not exceed the percentage established within this budget. If the percentage is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver is approved by DHS.

Current Budget Personnel Expenses:	**$413,262**	**75%**	**of Current Agreement Amount**
Revisions to Personnel Expenses	**-$57,493**		
New Budget Personnel Expenses:	**$355,769**	**65%**	**of Amended Agreement Amount**

The total expenditures meeting the Law Enforcement Terrorism Prevention (LETPA) eligibility will equal or exceed the percentage established within this budget.

Current Budget LETPA Amount:	**$499,280**	**91%**	**of Current Agreement Amount**
Revisions to LETPA Amount:	**-$51,978**		
New Budget LETPA Amount:	**$447,302**	**82%**	**of Amended Agreement Amount**

Cumulative transfers to Projects in excess of 10% of Grant Agreement amount will not be reimbursed without prior written authorization from the Department

FD-815 (Rev. 6-8-00)

FEDERAL BUREAU OF INVESTIGATION

Precedence: Routine Date: 01/14/2016

To: Special Agent in Charge (SAC)

From:

Case ID #: 31E-SE-95547

Title: FBI Deputation Authority; OC/DRUG Matters

TITLE 21 DEPUTATION REQUEST

It is requested that the below-listed law enforcement officer(s), who is participating in an investigation in which the FBI is also participating, be approved for deputation. Deputation is requested pursuant to Title 21, United States Code.

The law enforcement officer(s) listed below has been recommended for deputation by the FBI Case Agent, upon recommendation of the appropriate representative of the participating agency or agencies. The OCDETF Assistant United States Attorney Task Force Coordinator and the FBI Regional OCDETF Coordinator have been notified when an OCDETF investigation is involved. An FBI Supervisory Special Agent has been selected to supervise the Title 21 aspects of the case to which the officer will be assigned.

The law enforcement officer(s) listed below agrees to adhere to the policies and procedures of the FBI. Each listed officer is aware that failure to adhere to the policies and procedures of the FBI shall be grounds for dismissal from the Task Force and termination of the deputation. The recommending agency representative has also been apprised of the same policies and procedures, which are more specifically set out below.

The law enforcement officer(s) to be deputized agrees to strictly adhere to the requirements of Rule 6(e) of the Federal Rules of Criminal Procedure relating to Grand Jury secrecy. Further, he/she agrees that any disclosure of Grand Jury material shall be made only after permission has been granted by a United States District Court upon notice or motion of a Task Force Attorney.

The recommending agency representative certifies that the personnel identified below are not currently subject to any type of disciplinary action, nor are there any disciplinary actions or investigations pending that would adversely affect or compromise their participation in the Task Force. Moreover, he/she certifies that the personnel are qualified under state or local agency policy to carry a firearm.

The below-listed law enforcement officer(s) will be participating with the FBI in an investigation of violations of Title 21, United States Code. The officer(s) has been advised that he/she is authorized to investigate, under FBI supervision, violations of Title 21 and those drug-related violations falling within the FBI's jurisdiction that arise out of an investigation predicated on drug violations. The officer(s) has been advised that he/she does not possess general authority to act as an FBI Special Agent. State or local officers will continue to be subject to the established lines of supervision of their agency.

Requesting offices must complete the following:

FBI indices checks for each officer are negative: ☒ Yes ☐ No
(If no, response must be accompanied by a summary explanation.)

Task Force Case Number(s), if any:

FBI Case Number(s): 31E-SE-95547; TBD

Federal Judicial District: Western District of Washington

Monitoring Title III: ☐ Yes ☒ No

The participating state and local officers are listed below:

Full Name (including rank)	DOB	Social Security Number	State or Local Department	Date Firearms Qualified
Code 3(c)	Code [redacted] 19 Code 25	Code 24(d)	WSP	12/07/15
	Code 25 14 Code 2		WSP	06/2015 11/2015
Lt. Michael Scott Eggleston	Code 2 21 Code 2		WSP	10/29/15
Det. Anthony Robert Doughty	Code 2 109 Code 25		WSP	10/29/15
Det. Sgt. Carlos Rodriguez	Code 25(B 02 Code 25		WSP	12/04/15
Det Sgt. Jason Hicks	Code 2 6/ Code 25		WSP	12/11/15

Additional names attached? ☐ Yes ☒ No

Required Signatures (Official recommends officer(s) for deputation.)

FBI Special Agent-In-Charge

FBI Case Supervisory Special Agent

1-28-16
State/Local Department Official

Deputy Chief - WSP
Title and Department

FBI Deputation Policy and Procedures

1. Deputation requests will be approved when state or local officers require authority to assist the FBI in the investigation of violations of Title 21, United States Code.

2. Special Federal Officers (SFO) are authorized to investigate, under FBI supervision, violations of Title 21, and those drug-related violations falling within the FBI's jurisdiction that arise out of an investigation predicated on drug violations. SFOs do not possess general authority to act as an FBI Special Agent.

3. SFOs must review the Memorandum to All Employees 6-89, dated September 27, 1989, captioned "Principles of Ethical Conduct for Government Officers and Employees." The Manual of Administrative Operations and Procedures (MAOP), Part 1, Section 1-1(9), may also be used in the absence of this memorandum. Officers must be advised that failure to abide by these standards of conduct may result in the termination of the officer's deputation.

4. All requests should be submitted at least 30 days prior to the time the deputations are required. Requests must be closely coordinated with the U.S. Attorney's Office to ensure compliance and timely completion.

5. The FBI Case Supervisory Special Agent who will be supervising the Title 21 case must be identified on the request for deputation. The rights and duties of an SFO to his or her parent agency are not affected by deputation, and pay and promotion status remain the exclusive responsibility of the SFO's parent agency.

6. Requesting offices must conduct field office indices name checks on all officers to be deputized. The authorized state or local law enforcement official must certify that the officer to be deputized is not the subject of any relevant internal investigations or actions.

7. All officers must be sworn in by an SAC or an ASAC. The officer is required to acknowledge by signing the FD-739 that he/she has been given the instructions set forth on the reverse side of the FD-739, understands them, and will adhere to them. After the FD-739 has been signed by the SAC or ASAC, the FD-739a (Special Deputation Credential) should be detached from copy 3 (white) and given to the SFO. Copy 1 (blue) of the FD-739 is given to the SFO. Copy 2 (green) and copy 3 of the FD-739 must be maintained in the requesting field division's deputation control file.

8. Deputation authority granted to an SFO is restricted to specifically designated cases, which must be listed by file number on the FD-739 (Oath of Office and Credential - Special Deputation) and FD-739a (Credential Card). The SFO is prohibited from assisting on any investigation not reflected on these forms unless doing so under his/her normal police powers. Field Offices may list new cases on the FD-739 and FD-739a. All other alterations of the FD-739a are specifically prohibited. A "general" Title 21 authority can be granted where justified in non-OCDETF investigations.

9. SFOs should be provided the necessary orientation to FBI policies and procedures. Specifically, SFOs should be apprised of the FBI's deadly force policy. (See Manual of Investigative Operations and Guidelines, Part II, Section 12.)

10. Unless otherwise specified, all FBI deputations automatically expire on October 1 of the second 12-month period in which the deputation was approved by the SAC. This expiration date appears on the FD-739 and FD-739a. EXAMPLE: If an SFO is deputized in June, 1995, that authority may continue, uninterrupted, until October 1, 1996, or for a period of 16 months. Prior to October 1, 1996, that SFO's deputation authority may be renewed, with SAC approval, for an additional 24 months to expire on October 1, 1998. The sponsoring field office is responsible for monitoring deputation expiration dates and for submitting timely renewal requests to the SAC.

11. The officer's deputation authority shall be terminated immediately by the sponsoring field office when it determines that the deputation is no longer necessary. The officer must be specifically advised that his/her authority is being terminated. The officer's credential card (FD-739a) must be recovered and sent to the SAC as an enclosure to an electronic communication (EC) notifying the SAC of the termination of the deputation.

12. SFOs are considered Federal employees for purposes of civil suits brought under the Federal Tort Claims Act. Suits brought against an SFO for alleged violations of a person's constitutional rights (i.e., Bivens actions) are not brought against the United States, but rather against the SFO in his/her individual capacity.

13. Each field office is required to submit an annual summary report, by EC, captioned "FYXX DEPUTATION SUMMARY REPORT," to the Administrative Unit, Administrative Section, CID, which identifies all currently approved SFOs. Summary reports should include the SFO's full name; state or local agency employed; date deputized; expiration date; and OCDETF Case Specific; Non-OCDETF; or general operation.

Advisements for Special Federal Officers

Special Federal Officers (SFO) deputized by the FBI are:

* Authorized to investigate, under FBI supervision, violations of Title 21, and those drug-related violations falling within the FBI's jurisdiction that arise out of an investigation predicated on drug violations.

* Considered federal employees for purposes of civil suits brought under the Federal Tort Claims Act. Suits brought against an SFO for alleged violations of a person's constitutional rights (i.e., Bivens actions) are not brought against the United States, but rather against the SFO in his/her individual capacity.

* Not authorized to travel out of state on official business unless accompanied by an FBI Special Agent, or unless the travel is specially approved by the FBI case supervisor.

* Not authorized to remove prisoners from a federal institution or holding facility unless accompanied by an FBI Special Agent. In case of a pre-trial detainee in the custody of the U.S. Marshals Service, the U.S. Marshals Service is to be notified and must approve release of the prisoner. In both instances, FBIHQ must be notified.

* Authorized to monitor a Title III wiretap under the supervision of a federal law enforcement officer.

* Deputized only for the specific investigation(s) authorized in the Request for Deputation and are not authorized to work on any other OCDETF or non-OCDETF federal investigation without specific approval. The deputation is not a general authority to act as an FBI Special Agent.

* Deputized for a period not to exceed 24 months. Unless otherwise specified, all FBI deputations automatically expire on October 1st of the second 12-month period in which the deputation was approved by the SAC. (Note: This expiration date appears on the FD-739 and FD-739a.)

* Required to adhere to the policies and procedures of the FBI and the OCDETF Program. Unilateral action by an SFO in his/her capacity as SFO is not authorized.

* Required to adhere to Rule 6(e) of the Federal Rules of Criminal Procedures relating to Grand Jury secrecy and are prohibited from disclosing Grand Jury information unless permission has been granted by a United States District Court upon notice or motion of an Assistant United States Attorney.

Drug Enforcement Administration
Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of December, 2015, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP").

1. The police agencies participating in the Seattle Tactical Diversion Squad Task Force (hereinafter "TDS"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

Participating Agency	Contribution
Washington State Patrol	1 TFO
Seattle Police Department	1 TFO
Tacoma Police Department	1 TFO

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

DEA shall receive	20.2%
Washington State Patrol	26.6%
Seattle Police Department	26.6%
Tacoma Police Department	26.6%

3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).

4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.

5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

For the Drug Enforcement Administration:

Keith Weis
Special Agent in Charge

Date: 2-11-2016

For the Washington State Patrol

John R. Batiste
Chief

Date: 2/5/16

K11819

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Simon Tee
Washington State Patrol
210-11th Ave SW, Room 116
PO Box 42602
Olympia, WA 98504 - 2602

Re: Grant No.EMW-2016-GR-00009

Dear Simon Tee:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 State Fire Training Systems Grant Program has been approved in the amount of $20,000.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 State Fire Training Systems Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

BRIAN

Mon Aug 01 00:00:00 GMT 2016

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
State Fire Training Systems Grant Program

GRANTEE:	Washington State Patrol
PROGRAM:	State Fire Training Systems Grant Program
AGREEMENT NUMBER:	EMW-2016-GR-00009-S01

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Article I - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article II - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article III - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article IV - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article V - Universal Identifier and System of Award Management

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article VIII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article X - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XI - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XV - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVI - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XVIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

Article XIX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XX - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XXIV - Energy Policy and Conservation Act

p>All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXV - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXVI - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XXVII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVIII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXIX - Civil Rights Act of 1968

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Article XXX - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXXII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).

Article XXXIII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XXXIV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Personnel	$0.00

Fringe Benefits	$0.00
Travel	$1,000.00
Equipment	$0.00
Supplies	$3,000.00
Contractual	$16,000.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2016-GR-00009-S01	***	916001127	AWARD	E499797N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Patrol 210-11th Ave SW, Room 116 PO Box 42602 Olympia, WA, 98504 - 2602	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Simon Tee	3605964052	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
08/01/2016	PARS	Cost Reimbursement	08/01/2016	07/31/2017
			Budget Period	
			08/01/2016	07/31/2017

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
State Fire Training Systems Grant Program	97.043	2016-77-F113-U320-W63006-4101-D	$0.00	$20,000.00	$20,000.00	See Totals
TOTALS			**$0.00**	**$20,000.00**	**$20,000.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
State Fire Training Systems Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE

,

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE
NIKOLE DUPPINS , Mon Aug 01 22:05:11 GMT 2016

WSP Contract No. K11902
(goes with MOU, WSP No. K11709)

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
Washington State Patrol (WSP) (AGENCY)

TASK FORCE FILE # 31C-SE-C94371

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized **South Sound Child Exploitation Task Force (SSCETF)** as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the **Washington State Patrol** located at **210 11th Ave SW, Olympia, Washington 98504** Taxpayer Identification Number: [redacted], Phone Number:360-596-4071 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the agency for overtime payments made to the officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar

statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2016, must be received by the FBI by December 31, 2016. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

Assistant Chief Mw. LaMoreaux
Mw Lamoreaux
Date

FOR THE FBI:

FL. MX
Special Agent in Charge — 5/11/16
Date

Contracting Officer — 6/7/2016
Date
FBI Headquarters

Mark T. Ukleja
Contracting Officer
Federal Bureau of Investigation

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bob Maki
Washington State Patrol
210-11th Ave SW, Room 116
PO Box 42602
Olympia, WA 98504 - 2602

Re: Grant No.EMW-2016-PU-00615

Dear Bob Maki:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Port Security Grant Program has been approved in the amount of $277,123.00. As a condition of this award, you are required to contribute a cost match in the amount of $92,375.00 of non-Federal funds, or 25 percent of the total approved project costs of $369,498.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

BRIAN KAMOIE GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE:	Washington State Patrol
PROGRAM:	Port Security Grant Program
AGREEMENT NUMBER:	EMW-2016-PU-00615-S01

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Article I - Summary Description of Project

Project 1: Washington State Ferriers Risk Reduction Model (3RAM) Enhancement funded for $56,803.

Project 2: Ferry Security Training and Exercises funded for $220,320.

Article II - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article III - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article V - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VI - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. sections175 175c

Article VII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XII - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XIV - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVIII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XIX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with

the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

Article XXI - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXIV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 *et seq.),*which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVI - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXVII - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXIX - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXX - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 *et seq*.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXIII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 *et seq*.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XXXIV - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXV - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXVI - Civil Rights Act of 1968

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXVII - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXIX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XL - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XLII - Nondiscrimination in Matters Pertaining to Faith-based Organizations

Faith-based organizations are, under 6 C.F.R. Part 19, afforded certain protections as it relates to eligibility to receive financial assistance from DHS for social service programs, or to participate in social service programs administered or financed by DHS. Organizations that receive financial assistance from DHS for a social service program or participate in DHS social service programs have an obligation to comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19, which, among other provisions, prohibit recipient organizations from discriminating against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; and generally require recipients subject to the rule to provide certain protections, and notice of those protections, to their beneficiaries. Recipients must also comply with any other policies and procedures regarding the participation of faith-based organizations contained in applicable statutes, regulations, and guidance governing individual DHS programs.

Personnel	$180,569.00
Fringe Benefits	$45,142.00
Travel	$0.00
Equipment	$0.00
Supplies	$4,500.00
Contractual	$64,000.00
Construction	$0.00
Indirect Charges	$75,287.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2016-PU-00615-S01	***	916001127	AWARD	W510977N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Patrol 210-11th Ave SW, Room 116 PO Box 42602 Olympia, WA, 98504 - 2602	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Simon Tee	3605964052	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
09/01/2016		Cost Reimbursement	**From:** 09/01/2016	**To:** 08/31/2019
			Budget Period 09/01/2016	08/31/2019

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2016-SL-B411-P410- -4101-D	$0.00	$277,123.00	$277,123.00	See Totals
TOTALS			**$0.00**	**$277,123.00**	**$277,123.00**	**$92,375.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Simon Tee, Mr	Fri Sep 23 16:36:34 GMT 2016
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
ANDREW MCLARTY ,	Mon Sep 19 14:34:12 GMT 2016

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	4

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
HSHQWA-16-C-00001/P00002				

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	Katelin Grothe	(253)876-6829	

9. ISSUED BY — CODE: OPO/FPS/WEST

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Federal Protective Service
Office of Procurement Operations
400 15th Street SW
Auburn WA 98001

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 811213

SIZE STANDARD: $11.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE	Net 30	[ ]	[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE: 000000

VARIOUS LOCATIONS

16. ADMINISTERED BY — CODE: OPO/FPS/WEST CCG

NPPD/FPS/West CCG/Region 10
U.S. Dept. of Homeland Security
Ofc of Procurement Operations - FPS
400 15th Street SW
Attn:Katelin Grothe
Auburn WA 98001

17a. CONTRACTOR/ OFFEROR — CODE: 8088838540000 — FACILITY CODE:

WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
PO BOX 42602
OLYMPIA WA 985042602

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE: NPPD-FPS-REGION

DHS, NPPD
Burlington Finance Center
P.O. Box 1279
Attn: NPPD-FPS-Region 10
Williston VT 05495-1620

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

[ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Requisition 192117PTE0091P0027 COR: Cheryl Domingo, 253-876-6827, cheryl.j.domingo@hq.dhs.gov CO: Kelly Minturn, 253-876-6844, Kelly.m.minturn@hq.dhs.gov a. The purpose of this modification is to exercise Option Year 1 in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (March 2000) for the period of *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*: $0.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
	Kelly Minturn

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Kelly Minturn	9/26/16

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	performance, 10/01/2016 - 09/30/2017. b. CLIN's 1001, 1002, and 1003 are all affected by this modification and are being exercised. c. As a result of this modification, the total obligated amount of this order is INCREASED by $455.00 from $45,350.00 to $45,805.00. $45,805.00 is the ceiling for this order. d. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The Contracting Officer will notify the Contractor prior to the contract date for the start of performance if the funds anticipated for this contract will not be available. e. All terms and conditions remain the same. DO/DPAS Rating: NONE Period of Performance: 10/01/2015 to 09/30/2020 Change Item 1001 to read as follows(amount shown is the total amount): Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	**********				
	Option Year 1:				
	10/01/2016 - 09/30/2017				
	**********				
1001	Access User Fee				0.00
	Requisition No: 192117PTE0091P0027				
	Accounting Info:				
	FPS0005 P05 PN 10-14-20-000				
	19-10-2140-10-20-05-00 GE-25-14-00 000000				
	Funded: $0.00				
	$1,065.00 (Subject to Availability of Funds)				
	Accounting Info:				
	FPS0005 P05 PN 10-14-20-000				
	19-10-2140-10-10-02-00 GE-25-14-00 000000				
	Funded: $0.00				
	$3,600.00 (Subject to Availability of Funds)				
	Change Item 1002 to read as follows(amount shown is the total amount):				
1002	Radio Communications Service Transactions				0.00
	Requisition No: 192117PTE0091P0027				
	Accounting Info:				
	FPS0005 P05 PN 10-14-20-000				
	19-10-2140-10-10-00-00 GE-25-14-00 000000				
	Funded: $0.00				
	$4,800.00 (Subject to Availability of Funds)				
	Change Item 1003 to read as follows(amount shown is the total amount):				
1003	Radio Communications Service Transactions (OVERAGES)				0.00
	To be funded as needed				
	Requisition No: 192117PTE0091P0027				
	Accounting Info:				
	FPS0005 P05 PN 10-14-20-000				
	19-10-2140-10-10-02-00 GE-25-14-00 000000				
	Funded: $0.00				
	$50.00 (Subject to Availability of Funds)				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR

WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Additional CO Invoice Approving Officials: CO: Jennifer Sinkiewicz, 253-876-6828, jennifer.j. sinkiewicz @hq.dhs.gov CO: Dolor Alegrado, 253-876-6813, dolor.e.alegrado@hq.dhs.gov CO: Kelly Minturn, 253-876-6844, kelly.m.minturn@hq.dhs.gov				

WSP No. K12021

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	See Block 16C	192116PTE0091P0027.1	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Federal Protective Service Office of Procurement Operations 400 15th Street SW Auburn WA 98001	OPO/FPS/WEST CCG/	NPPD/FPS/West CCG/Region 10 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 400 15th Street SW Attn:Karl H Johnson Auburn WA 98001	OPO/FPS/WEST CCG/F

CLIN001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA WA 985042602	(x)	9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQWA-16-C-00001
		10B. DATED (SEE ITEM 13) 09/10/2015
CODE 8088838540000	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: $9,110.00
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

192116PTE0091P0027

(WSP No C110225GSC)
COR: Cheryl Domingo, 253-876-6827, cheryl.j.domingo@hq.dhs.gov
CO: Karl H. Johnson, 253-876-6836, karl.h.johnson@hq.dhs.gov

Radio Dispatch Services from the Washington State Patrol.
DO/DPAS Rating: NONE
-
A. The purpose of this modification is to administratively add the lines of accounting applicable to the FY-16 obligation and to remove the "Subject to the Availability of Funds"
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Karl H. Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITI	16C. DATE SIGNED
(Signature of person authorized to sign)	8/31/16		10/16/2015

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(SAF) statement. B. As a result of this modification, the total ceiling amount of this task order remains unchanged at $45,350.00. C. Period of Performance: 10/01/2015 through 09/30/2016. LIST OF CHANGES: Reason for Modification: Funding Only Action New Total Amount for this Version: $9,110.00 New Total Amount for this Award: $45,350.00 Obligated Amount for this Modification: $9,110.00 New Total Obligated Amount for this Award: $9,110.00 Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2015 to 09/30/2020 Change Item 0001 to read as follows(amount shown is the total amount): ********** Base Year: 10/01/2015 - 09/30/2016 **********				
0001	Access User Fee Obligated Amount: $4,260.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-20-05-00 GE-25-14-00 000000 Funded: $4,260.00 Change Item 0002 to read as follows(amount shown is the total amount):	12	MO	355.00	4,260.00
0002	Radio Communications Service Transactions Obligated Amount: $4,800.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $4,800.00 Change Item 0003 to read as follows(amount shown is the total amount): Continued ...	12	MO	400.00	4,800.00

NAME OF OFFEROR OR CONTRACTOR
WASHINGTON STATE PATROL

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Radio Communications Service Transactions (OVERAGES) To be funded as needed Obligated Amount: $50.00 Accounting Info: FPS0005 P05 PN 10-14-20-000 19-10-2140-10-10-00-00 GE-25-14-00 000000 Funded: $50.00 * ********** Additional CO Invoice Approving Officials: CO: Jennifer Goss, 253-876-6828, jennifer.j.goss@hq.dhs.gov CO: Dolor Alegrado, 253-876-6813, dolor.e.alegrado@hq.dhs.gov CO: Gilbert Olivas, (303)236-7931 X-261, Gilbert.Olivas@hq.dhs.gov CO: Jeannie Hoffman, 253-876-6831, jeannie.m.hoffman@hq.dhs.gov CO: Nan Space, 253-876-6853, nan.space@hq.dhs.gov CO: Kelly Minturn, 253-876-6844, kelly.m.minturn@hq.dhs.gov	1	LO	50.00	50.00

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. Simon Tee
Washington State Fire Training Academy/Washington State Patrol
210 11th Ave SW Rm116
Olympia, Washington 98504-0001

Re: Award No.EMW-2015-FZ-00138

Dear Mr. Tee:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant has been approved in the amount of $238,044.00. As a condition of this award, you are required to contribute a cost match in the amount of $35,706.00 of non-Federal funds, or 15 percent of the Federal contribution of $238,044.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2015-FZ-00138
GRANTEE: Washington State Fire Training Academy/Washington State Patrol
DUNS NUMBER: 808883854
AMOUNT: $273,750.00, State Fire Training Academy

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

27-MAY-16 to 26-MAY-17

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$250,000.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
State Taxes	$23,750.00
Total	$273,750.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist:

Nancy Cannon
Nancy.Cannon@dhs.gov

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - State Fire Training Academy

GRANTEE: Washington State Fire Training Academy/Washington State Patrol

PROGRAM: State Fire Training Academy

AGREEMENT NUMBER: EMW-2015-FZ-00138

AMENDMENT NUMBER:

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Article XL	Disposition of Equipment Acquired Under the Federal Award
Article XLI	Environmental Planning and Historic Preservation Screening

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to

the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal

agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in

instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession

of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. **System of Award Management and Universal Identifier Requirements**

A. Requirement for System of Award Management
Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier
If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions
For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. **Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. **Environmental Planning and Historic Preservation Screening**

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency- website at:
https://www.fema.gov/library/viewRecord.do?id=6906

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2015-FZ-00138	0	91-6001127	AWARD	WX02311N2016T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Fire Training Academy/Washington State Patrol 210 11th Ave SW Rm116 Olympia Washington, 98504-0001	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Rosalie Vega	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Simon Tee	3605964052	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
27-MAY-16	SF-270	Cost Sharing	From:27-MAY-16 To:26-MAY-17 Budget Period From:01-OCT-15 To:30-SEP-16

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2016-F5-C111-P4310000-4101-D	$0.00	$238,044.00	$238,044.00	$35,706.00
		TOTALS	$0.00	$238,044.00	$238,044.00	$35,706.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
25-MAY-16

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PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Tri-Cities area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Tri-Cities, the parties hereto agree to the following:

1. The DEA Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Tri-Cities area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the Task Force, the WSP agrees to detail one (1) experienced detective to the Task Force for a period of not less than two years. During this period of assignment, the WSP officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The WSP detective assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WSP detective assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and WSP detective assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Task Force, WSP will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse WSP for overtime payments made by it to WSP officer assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $17,753), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by

DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

Keith R. Weis
SAC

Date: 10-3-2016

For the Washington State Patrol

for John R. Batiste
Chief

Date: 9-26-16

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
P.O. Box 42600
Olympia, WA 98504

2. Application Number and/or Project Name

Tactical Diversion Squad Task Force

3. Grantee IRS/Vendor Number

91-6001127

4. Typed Name and Title of Authorized Representative

JASON BERRY

5. Signature

6. Date

9-26-16

9-26-16

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Statistics

Office of Justice Programs

Washington, D.C. 20531

August 26, 2016

Mr. Jason Berry
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

Dear Mr. Berry:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 2016 National Criminal History Improvement Program (NCHIP) in the amount of $569,199 for Washington State Patrol.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Terrance Q. Ealey, Program Manager at (202) 616-5299; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Jeri Mulrow
Acting Director

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 26, 2016

Mr. Jason Berry
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

Dear Mr. Berry:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.
Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

4. AWARD NUMBER: 2016-RU-BX-K025

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2017

BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2017

6. AWARD DATE 08/26/2016

7. ACTION: Initial

2a. GRANTEE IRS/VENDOR NO.
916001127

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
808883854

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
2016 NCHIP - Washington State

10. AMOUNT OF THIS AWARD $ 569,199

11. TOTAL AWARD $ 569,199

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under 42 U.S.C. 14601 (BJS - Crime Identification Technology Act)

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.554 - National Criminal History Improvement Program (NCHIP)

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Jeri Mulrow
Acting Director

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Jason Berry
Assistant Chief

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE
9-1-16

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	RU	50	00	00		569199

21. RRURGT0045

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2016-RU-BX-K025 AWARD DATE 08/26/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

    Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. Recipient agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and other reporting standards of the FBI.

24. Recipient is or will be following a comprehensive strategy for information sharing systems to improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole. Further, the strategy must be developed in consultation with State and local officials with emphasis on the recommendation of officials whose duty it is to oversee, plan, and implement integrated information technology systems, and contain-- (a) a definition and analysis of integration in the State and localities developing integrated information sharing systems; (b) an assessment of the criminal justice resources being devoted to information technology; (c) State and local resource needs; (d) Federal, State, regional, and local information technology coordination requirements; and (e) statewide priorities for planning and implementation of information technology systems.

25. This NCHIP/NARIP related project is to be funded as a cooperative agreement. The basis for using a cooperative agreement is the substantial involvement of the Bureau of Justice Statistics (BJS) in providing information, guidance, and direction relative to criminal history records improvements within the states. BJS will exercise general approval over the entire project. In addition, the substantial involvement of BJS will include, but not be limited to:
    a. Determining the types of criminal history record information that will be useful to Federal, state, and local agencies.
    b. Identifying Federal information reporting standards and guidelines and making them available to the recipient or providing access to them.
    c. Providing technical assistance to the recipient to enhance state criminal history records, identify convicted felons, and improve the quality and timeliness of criminal history information.
    d. Informing the recipient of the status of Federal program requirements, specifications, and funding levels.
    e. Requesting and obtaining statistical data as needed to monitor and assess performance with respect to criminal records improvement goals.

SPECIAL CONDITIONS

26. Recipient agrees that activities supported under this award will be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks, as appropriate.

27. In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Imrpovement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating state. It is expected that the evaluation will have a minimal impact on state program personnel and resources.

28. Recipient agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.

29. Protective order systems developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

30. Recipient has or intends to establish a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

31. Recipient agrees that activities funded under this award will be closely coordinated with related activities supported with OJP, State, local, or tribal funds.

SPECIAL CONDITIONS

32. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

SPECIAL CONDITIONS

33. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

34. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.

38. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

39. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

40. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

SPECIAL CONDITIONS

41. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

42. The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the OJP OCFO-approved budget for this award is part of the "project cost" for purposes of the Part 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the OJP-approved budget that are provided as "match" or through "cost sharing."

43. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at http://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

44. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

45. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

    The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

    If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Statistics

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Gerard F. Ramker, Deputy Director

Subject: Categorical Exclusion for Washington State Patrol

None of the following activities will be conducted either under the OJP Federal action or a related third party action:

1) New construction.

2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.

3) A renovation which will change the basic prior use of a facility or significantly change its size.

4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.

5) Implementation of a program involving the use of chemicals.

Consequently, the subject Federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Statistics

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Cooperative Agreement

PROJECT NUMBER
2016-RU-BX-K025

This project is supported under 42 U.S.C. 14601 (BJS - Crime Identification Technology Act)

1. STAFF CONTACT (Name & telephone number)

Terrance Q. Ealey
(202) 616-5299

2. PROJECT DIRECTOR (Name, address & telephone number)

Simon Tee
Grants and Contracts Manager
P.O. Box 42602
Olympia, WA 98504
(360) 596-4052

3a. TITLE OF THE PROGRAM

FY 2016 National Criminal History Improvement Program (NCHIP)

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

2016 NCHIP - Washington State

5. NAME & ADDRESS OF GRANTEE

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2017

9. AMOUNT OF AWARD

$ 569,199

10. DATE OF AWARD

08/26/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The goal of the National Criminal History Improvement Program (NCHIP) is to improve the Nation's safety and security by enhancing the quality, completeness, and accessibility of criminal history record information and by insuring the nationwide implementation of criminal justice and noncriminal justice background check systems. BJS provides direct financial and technical assistance to the states to improve criminal history and other related records and to build their infrastructure to connect to national record check systems both to supply information and to conduct the requisite checks.

Under the 2016 NCHIP, the Washington State Patrol (WSP) will support five (5) projects: Researching Missing Dispositions, ACCESS - Automated NCIC Record Validation System, Criminal History Record Information (CHRI) Auditor, City of Tukwila and Spokane County Prosecutor's Office - Research Dispositions and Acquiring livescan equipment for local jurisdictions.

Under Project 1, WSP will research arrests with open dispositions over one year old as they are not disseminated on non-law enforcement inquiries. This limitation creates a gap in reporting and reduces the effectiveness of policies created to prevent ineligible individuals from possessing firearms, obtaining professional licenses or gaining employment in positions they are restricted from holding.

Under Project 2, WSP will implement a system to improve and automate the current National Crime Information Center (NCIC) record validation process for all city, county, state, federal, military law enforcement and criminal justice agencies in Washington State. Currently validations take an enormous amount of time and paper to process, it is cumbersome and time consuming.

Under Project 3, WSP have arrests with open dispositions that were identified in an audit as lacking a process control number (PCN) added to the court record. This singular issue eliminates the possibility that these court records can be sent electronically to the state repository to become available to the public or law enforcement community as criminal history data information (CHRI). The Washington State Auditor's Office (SAO) conducted a performance audit of the completeness and accuracy of Washington State CHRI databases and it was discovered that one third (81,000) of the dispositions in the Judicial Information System (JIS) and the Superior Court Management Information System (SCOMIS) were not in Washington State Identification System (WASIS).

Under Project 4, WSP will pass through funds to the City of Tukwila and Spokane County Prosecutors Office to update and automate case outcomes in their records and FBI's Criminal History File through the implementation of improved criminal history record capture procedures. This improved procedure includes, but is not limited to, providing complete arrest reporting, researching of missing dispositions, provided that the captured data is subsequently included in relevant state and federal files, and timely updates. Additionally, through data analysis focused on the completeness of criminal history records, the capture of data regarding domestic violence misdemeanor convictions, and all NICS prohibiting factors, the City of Tukwila and Spokane County Prosecutor's Office will ensure that these criteria are included in the process to establish more accurate and effective information quality controls.

Under Project 5, WSP will acquire and deploy Livescan workstations for five local jurisdictions. Additionally, WSP will convert manual and non-automated records to electronic records, ultimately, ensuring that records of all criminal events that start with an arrest are included in the state and federal databases. The crux of the problem is that WSP recently converted its computer operating system from Windows XP (which is no longer supported by Microsoft) to Windows 7.

WSP will be responsible for contributing a 10% match to the project. (CA/NCF)

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Standard Closeout Package Status

Grantee Name: Washington State Patrol

Award Number: 2016-RU-BX-K025

Award Amount: $569,199.00

Expenditure/Obligation End Date: 09/30/2017

Project Period Begin Date: 10/01/2016

Liquidation End Date: 12/29/2017

Project Period End Date: 09/30/2017

Submit Your Closeout Package By Date: 12/29/2017

Grant Manager: Terrance Ealey

Closeout Status: Draft

OJP Vendor Number: 916001127

Status Date: 12/22/2017

Original Award Amount	$569,199.00	De-Obligation Amount	$92,480.02	Adjusted Award Amount	$476,718.98
Disbursed Amount	($476,718.98)				

Requirement	Status	Last Submission Date
Final Progress Report	Complete	12/20/2017
Final Financial Status Report	Complete	12/06/2017
Special Condition Compliance	Complete	11/29/2016
Financial Reconciliation	Complete	12/06/2017
Programmatic Requirements Certification	Complete	12/22/2017

Closeout Text
The grant has met all financial reporting and programmatic requirements.

Closeout Documents

User	Role	Document	Date

Attachments:

None

Actions:

Close

Print

Audit Trail:

Description:	Role:	User:	Timestamp:

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 8, 2016

Assistant Chief Jason Berry
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

Dear Assistant Chief Berry:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY16 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program in the amount of $1,585,019 for Washington State Patrol. This funding is for the project titled, "FY 2016 DNA Capacity Enhancement and Backlog Reduction Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Alissa Genovese, Grant Manager at (202) 514-9554; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol V. Mason

Karol Virginia Mason
Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 8, 2016

Assistant Chief Jason Berry
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

Dear Assistant Chief Berry:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.
Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

4. AWARD NUMBER: 2016-DN-BX-0090

5. PROJECT PERIOD: FROM 01/01/2017 TO 12/31/2018
BUDGET PERIOD: FROM 01/01/2017 TO 12/31/2018

6. AWARD DATE 09/08/2016

7. ACTION: Initial

2a. GRANTEE IRS/VENDOR NO.
916001127

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
808883854

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Washington State Patrol Forensic DNA Initiative

10. AMOUNT OF THIS AWARD $ 1,585,019

11. TOTAL AWARD $ 1,585,019

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY16(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 114-113, 129 Stat. 2242, 2308; 28 USC 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.741 - DNA Backlog Reduction Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Karol Virginia Mason
Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Karol V. Mason

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Jason Berry
Assistant Chief

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

9-19-16

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DN	60	00	00		1585019

21. RDNSGT0304

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2016-DN-BX-0090 AWARD DATE 09/08/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

PROJECT NUMBER 2016-DN-BX-0090 AWARD DATE 09/08/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

24. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

SPECIAL CONDITIONS

25. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

26. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

27. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

28. The recipient and any subrecipients must comply with all applicable federal laws and regulations, including those identified in the forms entitled "Standard Assurances" and the "Certifications Regarding Lobbying; Debarment and Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements," currently posted at http://ojp.gov/funding/Apply/Forms.htm.

29. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

30. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

32. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

SPECIAL CONDITIONS

33. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

34. Semiannual performance measure data reporting - Forensic DNA casework and capacity enhancement
The recipient agrees to submit applicable performance measure data regarding forensic DNA casework and capacity enhancement with its semiannual progress reports. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the beginning of the award period, and the average number of forensic DNA samples analyzed per analyst/month at the beginning of the award period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the reporting period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the reporting period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the reporting period, the number of forensic biology/DNA cases analyzed during the reporting period using funds provided under this award, and the number of DNA profiles from forensic analyses entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for forensic casework DNA backlog reduction projects -- the number of CODIS hits during the reporting period attributable to the forensic analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

SPECIAL CONDITIONS

35. Semiannual Performance Measure Data Reporting - DNA database sample analysis and capacity enhancement
If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient agrees to submit applicable performance measure data with its semiannual progress reports. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the beginning of the award period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the DNA profile to CODIS at the beginning of the award period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the reporting period, the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the reporting period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the reporting period, the number of DNA database samples analyzed during the reporting period using funds from this award, and the number of DNA profiles from DNA database samples entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for DNA database backlog reduction projects -- the number of CODIS hits during the reporting period resulting from DNA database profiles developed using funds provided under this award).

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

SPECIAL CONDITIONS

36. Final performance measure data reporting
The recipient agrees to submit applicable performance measure data with its final report. With respect to data concerning forensic DNA activities, the final report should contain: (1) for forensic DNA capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the project period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the project period; and (2) for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the project period, the cumulative number of forensic biology/DNA cases analyzed using funds provided under this award, the cumulative number of DNA profiles from forensic analyses entered into CODIS as a result of the funds provided under this award, and the cumulative number of CODIS hits attributable to forensic DNA analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient also agrees to submit applicable performance measure data with its final report. With respect to such data, the final report should contain: (1) for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the project period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the project period, and (2) for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the project period, the cumulative number of DNA database samples analyzed using funds provided under this award, the cumulative number of profiles from DNA database samples entered into CODIS as the result of funds provided under this award, and the cumulative number of CODIS hits resulting from DNA database profiles developed using funds provided under this award.

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

SPECIAL CONDITIONS

37. Privacy; quality assurance; CODIS/NDIS

The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 42 U.S.C. section 14132(b)(3).

The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community.

The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated with funding from this award may be entered into any non-governmental database without prior express written approval from NIJ.

If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS.

If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA database samples analyzed with funding under this award are analyzed for all 13 CODIS core STR loci, using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all profiles obtained from DNA database samples with funding from this award are entered into CODIS within 90 days of completion of analysis, and uploaded into NDIS.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

38. No research; nonsupplanting of State or local government funds

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ program manager for the award.

The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.

SPECIAL CONDITIONS

39. The recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this fiscal year 2016 award, above and beyond those that will be analyzed using funds from other sources.

    If applicable, the recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this fiscal year 2016 award, above and beyond those that can be analyzed or reviewed using funds from other sources.

40. The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the NIJ DNA Capacity Enhancement and Backlog Reduction Program by the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

    The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the NIJ FY 2016 DNA Capacity Enhancement and Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2016 program solicitation.

    The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

41. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to the NIJ program manager for the award within ten (10) business days of implementation of the change.

42. Absent prior express written approval from NIJ, rates for any lodging charged to the award may not exceed the posted GSA rate for the location. (If the recipient opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.)

SPECIAL CONDITIONS

43. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

    Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

    Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

44. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.

45. The recipient may not obligate, expend, or draw down any funds until a revised proposal (and any necessary modifications to the budget and budget narrative) has been received and approved by the National Institute of Justice, and a Grant Adjustment Notice has been issued removing this condition.

46. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

TB

SPECIAL CONDITIONS

47. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at http://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

48. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.

49. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Alissa Genovese, Program Manager

Subject: Environmental Assessment for Washington State Patrol

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2016-DN-BX-0090

This project is supported under FY16(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 114-113, 129 Stat. 2242, 2308; 28 USC 530C

1. STAFF CONTACT (Name & telephone number)

Alissa Genovese
(202) 514-9554

2. PROJECT DIRECTOR (Name, address & telephone number)

Bob Maki
Chief Financial Officer
P. O. Box 42602
Olympia, WA 98504-2602
(360) 596-4045

3a. TITLE OF THE PROGRAM

DNA Capacity Enhancement and Backlog Reduction Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Washington State Patrol Forensic DNA Initiative

5. NAME & ADDRESS OF GRANTEE

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/01/2017 TO: 12/31/2018

8. BUDGET PERIOD

FROM: 01/01/2017 TO: 12/31/2018

9. AMOUNT OF AWARD

$ 1,585,019

10. DATE OF AWARD

09/08/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The purpose of the project is to increase the capacity of the Washington State Patrol Crime Laboratory Division I (WSPCLD) casework laboratories, maintain and increase capacity of the WSPCLD database laboratory, enable the DNA casework and database analysts in WSPCLD to meet their continuing education requirements, and enable the WSPCLD to maintain NDIS Participation and ISO 17025 Accreditation. One of the problems this project will address is the time delay to process, record, screen, and analyze a forensic biology/DNA case from submission to delivery of results to the submitting agency, which has increased from an average of 66 days in 2015 to an average of 76 days today. Difficulty with staff retention in WSCLD contributed to the time delay problem. Another problem the project will address is the aging equipment in the WSPCLD. The project will replace aging equipment with new equipment to mitigate the risk associated with equipment failure or poor performance, eliminate bottlenecks, and help improve work flow. The project will help tackle the problem in the casework laboratories associated with keeping up with advances in mixture interpretation and implementing Probabilistic Genotyping software for complex mixtures as well as the mandatory CODIS loci kit implementation to maintain NDIS participation for casework and database labs.

Under the project, WSPCLD will maintain the grant funded positions, retain current staff and overtime work. The funding of the IT4 specialist and 3 lab technicians will help address the chronic staff shortage to provide WSPCLD DNA services. The overtime for casework DNA analysts will allow more cases to be completed than could be done during regular hours. The project plan includes an external DNA QAS audit in 2017. This will be required for WSPCLD to remain a NDIS participating laboratory. The project plan also includes replacement of old servers with new servers across the WSPCLD laboratories to reduce the risk of system failure. The project will also include procurement of the Probabilistic Genotyping software to enable DNA analysts to save time during complex mixture interpretation.

The expected result of utilizing overtime funded by this award is that at least 100 additional case requests will be completed. Although the backlog will still increase because of the new SAK submission law, the WSPCLD expects to keep the mean turnaround time as quick as possible. The new equipment and probabilistic genotyping software will help remove laboratory bottlenecks and to keep the DNA typing service up to date. nca/ncf

Removal of Special Conditions Related to Programmatic Requirements Withholding Funds GAN

All Active

Change Requested

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

GMS Home

Log Off

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2017 - 12/31/2018	**GAN Number:**	002
Grantee Address:	PO Box 42602 Olympia, 98504	**Program Office:**	NIJ	**Date:**	02/14/2017
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Monte E Evans		
Grantee EIN:	91-6001127	**Application Number (s):**	2016-90944-WA-DN		
Vendor #:	916001127	**Award Number:**	2016-DN-BX-0090		
Project Title:	Washington State Patrol Forensic DNA Initiative	**Award Amount:**	$1,585,019.00		

Removal of Special Conditions Related to Programmatic Requirements Withholding Funds

Supplement 00

	Special Condition Number	Special Condition Title	Status
✓	Special Condition 45	Withholding of funds (NIJ programmatic) - pending submission of revised proposal	Inactive

***Required Justification for Removal**

Grantee submitted a declaration of program income and the following requested changes addressing the budget narrative travel per diem rates to match the designated cities for travel.

Attachments:

None

Actions:

Close

Printer Friendly Version

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OC - Accounting Supervisor	FoxM	02/14/2017 4:44 PM	View Note

Submitted	PO - GAN 1st Line Supervisor	evansm	02/09/2017 9:08 AM	View Note
Draft	PO - Grant Manager	evansm	02/09/2017 9:02 AM	View Note

General Instructions & Resources View Budget Summary

OMB APPROVAL NO.: 1121-0329
EXPIRES 7/31/2016

Budget Detail Worksheet

(1) **Purpose:** The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal (match) amount in the appropriate category, if applicable.

(2) For each budget category, you can see a sample by clicking **(To View an Example, Click Here)** at the end of each description.

(3) There are various hot links listed in red in the budget categories that will provide additional information via documents on the internet.

(4) **Record Retention:** In accordance with the requirements set forth in **2 CFR Part 200.333** , all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.

(5) The information disclosed in this form is subject to the Freedom of Information Act under 5 U.S.C. 55.2.

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (*Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50)* **To View an Example, Click Here**

PERSONNEL (FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
Corrie Wright	Lab Tech 3	$49,308.00	Year	100.00	1	$49,308
Matthew Smith	Lab Tech 3	$49,308.00	Year	100.00	1	$49,308
Melissa Hetzel	Lab Tech 3	$49,308.00	Year	100.00	1	$49,308
Feng Chen	IT4	$64,620.00	Year	100.00	1	$64,620
DNA Analyst Overtime	FS3	$45.28	Hour	100.00	1251	$56,645
					FEDERAL TOTAL	$269,189

PERSONNEL NARRATIVE (FEDERAL)

To compensate for the overlap with the FY15 award, the budget is projected for 12 months instead of 24 months. The Information Technologist 4 remains a key position required to install updates and maintain the computer network for the DNA instruments, robotics and software for analyst laptops statewide in the 5 casework DNA labs and 1 database DNA lab. The Information Technologist 4 is currently filled. The 3 laboratory technician positions are to support the Seattle, Cheney/Spokane and Vancouver laboratories by doing quality control and quality assurance checks of instrumentation and reagents, as well as prepare reagents for analyst use. The lab tech in Seattle also periodically travels to the Marysville and Tacoma Crime Labs to assist them. The technician positions supported on previous awards are currently filled. The WSP also requests Overtime costs to support an anticipated 44 full-time casework analysts at a rate of $45.28 per hour. These analysts will be directly involved in the screening, analysis, and interpretation of forensic DNA cases, as well as the review and upload of any CODIS-eligible profiles.

GAN Adjustment - added four hour overtime for an increase in Personnel cost of $181 from $269,008 to $269,189.

PERSONNEL (NON-FEDERAL)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
			Year			$0
					NON-FEDERAL TOTAL	$0

PERSONNEL NARRATIVE (NON-FEDERAL)

TOTAL PERSONNEL	$269,189

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (*Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)* To View an Example, Click Here

FRINGE BENEFITS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
Corrie Wright	$49,308.00	0.44329	$21,858
Matthew Smith	$49,308.00	0.44329	$21,858
Melissa Hetzel	$49,308.00	0.44329	$21,858
DNA Analyst Overtime	$56,645.00	0.323	$18,296
Feng Chen	$64,620.00	0.36293	$23,453
		FEDERAL TOTAL	$107,323

FRINGE BENEFITS NARRATIVE (FEDERAL)

The WSP is requesting fringe benefits at a rate of 7.65% for FICA, 9.21% for Retirement and $662/mo for Health Insurance in all personnel requests. The WSP is also requesting Workman's Comp at a rate of $33/mo and $140/mo respectively for additional IT and scientist positions. The rates represent actual costs paid for these employee groups. Unemployment Compensation is not represented in our fringe benefit calculations because the WSP is billed directly for this benefit when it is provided to a former employee, so does not pay this tax.

GAN Adjustment - added four hour overtime resulting in an increase in Fringe Benefits cost of $53 from $107,270 to $107,323.

FRINGE BENEFITS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		NON-FEDERAL TOTAL	$0

FRINGE BENEFITS NARRATIVE (NON-FEDERAL)

TOTAL FRINGE BENEFITS	$107,323

C. Travel – Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category. To View an Example, Click Here

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
American Society of Forensic Science (AAFS) Conference	Seattle, WA	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$137.00	Night	6	10	1	$8,220.00	
		Meals	$71.00	Day	10	7	1	$4,970.00	
		Mileage		Mile				$0.00	
		Transportation: airfare	$250.00	Round-trip		5	1	$1,250.00	
		Local Travel						$0.00	
		Other bag fees, etc	$100.00		1	5	1	$500.00	
		Subtotal						$14,940.00	$14,940
Promega - International Symposium on Human Identification, 2017	Seattle, WA	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$137.00	Night	5	12	1	$8,220.00	
		Meals	$71.00	Day	6	12	1	$5,112.00	
		Mileage		Mile				$0.00	
		Transportation: airfare	$250.00	Round-trip		6	1	$1,500.00	
		Local Travel						$0.00	
		Other bag fes, etc	$100.00		1	6	1	$600.00	
		Subtotal						$15,432.00	$15,432

TRAVEL (FEDERAL)

Purpose of Travel	Location	Computation							Cost
CODIS Conference 2017	Norman, OK	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$83.00	Night	4	2	1	$664.00	
		Meals	$51.00	Day	4	2	1	$408.00	
		Mileage		Mile				$0.00	
		Transportation: airfare	$598.00	Round-trip		2	1	$1,196.00	
		Local Travel						$0.00	
		Other bag fees, etc	$100.00		1	2	1	$200.00	
		Subtotal						$2,468.00	$2,468
Site visit to Sorenson Forensics outsourcing lab- not training	Salt Lake City, UT	Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging	$117.00	Night	3	2	1	$702.00	
		Meals	$59.00	Day	3	2	1	$354.00	
		Mileage		Mile				$0.00	
		Transportation: airfare	$300.00	Round-trip		2	1	$600.00	
		Local Travel						$0.00	
		Other bag fees, etc	$51.00		1	2	1	$102.00	
		Subtotal						$1,758.00	$1,758
								FEDERAL TOTAL	$34,598

TRAVEL NARRATIVE (FEDERAL)

We are requesting travel funds for 24 forensic scientists to attend the 2018 AAFS meeting in Seattle (airfare for 5 from Spokane, lodging for 5 from Spokane and 5 from Vancouver); 30 forensic scientists to attend the 2017 Promega ISHI conference in Seattle (airfare for 6 from Spokane, lodging for 6 from Spokane and 6 from Vancouver) ; 2 forensic scientists to attend the 2016 FBI CODIS conference in Norman Oklahoma. Rates for airfare were estimated using the state contracted airline. Rates for hotel and meals are the State of Washington rates (which mirror the Joint Federal Travel Regulations) for the areas where the conference will be held. Analysts will attend scientific sessions, attend workshops for continuing education, and will visit vendor booths. Please take note that prices may change by the time the procurement is completed.
We are requesting funds for the DNA Technical Leader and DNA Support Forensic Scientist for a vendor lab site visit to the current casework outsourcing lab which would be finishing up work funded from a previous award.

GAN Adjustments - Reduced per diem rates for Norman, OK from $71 per day to $51 per day, and Salt Lake City, UT from $71 per day to $59 per day. This results in a reduction in Travel cost of $232, from $34,830 to $34,598.

TRAVEL (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								NON-FEDERAL TOTAL	$0

TRAVEL NARRATIVE (NON-FEDERAL)

TOTAL TRAVEL	$34,598

D. Equipment – List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. **To View an Example, Click Here**

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
EZ1 Advanced XL- CODIS Database Lab	1	$47,998.00	$47,998
Mettler Toledo ME Analytical Balance - CODIS Database Lab	1	$3,518.00	$3,518
Fridge/Freezer - CODIS Database Lab	1	$1,000.00	$1,000
replacement CODIS servers	6	$15,000.00	$90,000
vacufuge concentrators - Seattle	3	$8,971.31	$26,914
Proflex or Veriti thermocyclers - all labs	17	$8,500.00	$144,500
Rolling stand for stereomicroscope - Marysville	1	$4,000.00	$4,000
thermalshaker - Marysville and Tacoma	4	$2,500.00	$10,000
new stage for microscope - Marysville	1	$1,000.00	$1,000
Temp Genius Probe - Marysville	2	$500.00	$1,000
microscope - Tacoma	1	$9,334.09	$9,334
digital camera for microscope - Tacoma	1	$4,750.00	$4,750
Block Heater - Tacoma	1	$1,132.80	$1,133
microplate centrifuge - Tacoma	1	$637.31	$637

EQUIPMENT (FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
bench centrifuge - Tacoma	1	$2,961.20	$2,961
		FEDERAL TOTAL	$348,745

EQUIPMENT NARRATIVE (FEDERAL)

The purchase will follow required state of Washington purchasing rules. Please take note that the instrument or equipment costs may change by the time a purchase is made. The need for these purchases are to replace old equipment and remove analytical flow bottlenecks to improve efficiency. The CODIS database lab is to acquire a new EZ1 Advanced DNA extraction robot, a new weighing balance, a combined fridge/freezer and 6 replacement servers for the whole state. The Seattle lab is to acquire 3 vacufuge concentrators. The old 9700 thermocyclers are no longer produced and will not be supported by the manufacturer in the near future. These will likely be replaced by the Proflex or Verti model thermocyclers. The Marysville lab is to acquire a rolling stand for one of their stereomicroscopes, 2 thermalshaker incubators, a new stage for an old microscope and 2 additional Temp Genius probes. The Tacoma lab is to acquire a microscope with digital camera, 2 thermalshakers, block heater, microplate centrifuge, and a bench centrifuge.

GAN Adjustment - Reduced the estimated cost of the EZ1 Advanced DNA extraction robot by $2 from $48,000 to $47,998. This results in a reduction to Equipment from $348,747 to $348,745.

EQUIPMENT (NON-FEDERAL)

Item	Computation		Cost
	Quantity	Cost	
			$0
		NON-FEDERAL TOTAL	$0

EQUIPMENT NARRATIVE (NON-FEDERAL)

TOTAL EQUIPMENT	$348,745

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than $5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

To View an Example, Click Here

SUPPLIES (FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			$0
		FEDERAL TOTAL	$0

SUPPLIES NARRATIVE (FEDERAL)

SUPPLIES (NON-FEDERAL)

Supply Items	Computation		Cost
	Quantity/Duration	Cost	
			$0
		NON-FEDERAL TOTAL	$0

SUPPLIES NARRATIVE (NON-FEDERAL)

TOTAL SUPPLIES	$0

F. Construction – Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category. **To View an Example, Click Here**

CONSTRUCTION (FEDERAL)

Purpose	Description of Work	Cost
	FEDERAL TOTAL	$0

CONSTRUCTION NARRATIVE (FEDERAL)

CONSTRUCTION (NON-FEDERAL)

Purpose	Description of Work	Cost
	NON-FEDERAL TOTAL	$0

CONSTRUCTION NARRATIVE (NON-FEDERAL)

TOTAL CONSTRUCTION	$0

G. Consultants/Contracts – Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of $650 per day or $81.25 per hour require additional justification and prior approval from OJP. **To View an Example, Click Here**

CONSULTANT FEES (FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		$0
				SUBTOTAL	$0

CONSULTANT FEES NARRATIVE (FEDERAL)

CONSULTANT FEES (NON-FEDERAL)

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
			8 Hour Day		$0
				SUBTOTAL	$0

CONSULTANT FEES NARRATIVE (NON-FEDERAL)

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								SUBTOTAL	$0
								FEDERAL TOTAL	$0

CONSULTANT EXPENSES NARRATIVE (FEDERAL)

CONSULTANT EXPENSES (NON-FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging		Night				$0.00	
		Meals		Day				$0.00	
		Mileage		Mile				$0.00	
		Transportation:							
				Round-trip				$0.00	
		Local Travel						$0.00	
		Other							
								$0.00	
		Subtotal						$0.00	$0
								SUBTOTAL	$0
								NON-FEDERAL TOTAL	$0

CONSULTANT EXPENSES NARRATIVE (NON-FEDERAL)

TOTAL CONSULTANTS	$0

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of $150,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award. Note: This budget category may include subawards.

CONTRACTS (FEDERAL)

Item	Cost
STRmix Annual Upgrade for 1 year of support- NicheVision	$91,800
STRmix in-house training workshops for 49 DNA forensic scientists - NicheVision	$90,000
STRmix software and scientific support - NicheVision	$20,000
DNA QAS audit of 5 casework labs and 1 database lab	$52,184
FEDERAL TOTAL	$253,984

CONTRACTS NARRATIVE (FEDERAL)

A DNA QAS audit is required by WSPCLD in 2017 in order to maintain accreditation and NDIS participation. A competative procurement is planned to select a vendor. In order to support the implementation of Probabilistic Genotyping software training for the 49 casework DNA staff and 1 year of technical support and upgrades for STRmix is requested. The training, support and service for STRmix are only available from NicheVision. The sole source justification is primarily based on STRMix as the only software that can provide sufficient sample throughput to meet the volume of mixtures needing probabilistic genotyping analysis anticipated. Refer to the Sole Source Justification in the Appendix for details.

CONTRACTS (NON-FEDERAL)

Item	Cost
NON-FEDERAL TOTAL	$0

CONTRACTS NARRATIVE (NON-FEDERAL)

TOTAL CONTRACTS	$253,984
TOTAL CONSULTANTS/CONTRACTS	$253,984

H. Other Costs – List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc. **To View an Example, Click Here**

OTHER COSTS (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
STRMIX probabilistic software	30	license	$17500	1	$525,000
AAFS 2018 registration	24	each	$495	1	$11,880
AAFS workshop	24	each	$200	1	$4,800
Promega HID registration	30	each	$775	1	$23,250
Promega workshop	25	each	$250	1	$6,250
				FEDERAL TOTAL	$571,180

OTHER COSTS NARRATIVE (FEDERAL)

The WSP is requesting registration and workshop fees for 24 analysts to attend the American Academy of Forensic Sciences meeting (AAFS), and 30 analysts to attend the International Symposium on Human Identification (Promega) . Probabilistic genotyping software is needed for all DNA staff in order to keep current with advances in mixture interpretation. A sole source procurement is planned for STRMix and is only available from NicheVision. The sole source justification is based on STRMix as the only software that can provide sufficient sample throughput to meet the volume of mixtures needing probabilistic genotyping analysis anticipated. It is estimated that 30 copies would be able to serve 49 DNA casework analysts in the 5 labs including the DNA Technical Leader and DNA Support Forensic Scientist in Standards & Accountability.

OTHER COSTS (NON-FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					$0
				NON-FEDERAL TOTAL	$0

OTHER COSTS NARRATIVE (NON-FEDERAL)

TOTAL OTHER COSTS	$571,180

I. **Indirect Costs** – Indirect costs are allowed if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency , or the applicant may elect to charge a deminimis rate of 10% of modified total direct costs as indicated in 2 CFR Part 200.414f . If the applicant's accounting system permits, costs may be allocated in the direct cost categories. (*Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73)* **To View an Example, Click Here**

INDIRECT COSTS (FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		FEDERAL TOTAL	$0

INDIRECT COSTS NARRATIVE (FEDERAL)

INDIRECT COSTS (NON-FEDERAL)

Description	Computation		Cost
	Base	Rate	
			$0
		NON-FEDERAL TOTAL	$0

INDIRECT COSTS NARRATIVE (NON-FEDERAL)

TOTAL INDIRECT COSTS	$0

Budget Summary – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	$269,189	$0	$269,189
B. Fringe Benefits	$107,323	$0	$107,323
C. Travel	$34,598	$0	$34,598
D. Equipment	$348,745	$0	$348,745
E. Supplies	$0	$0	$0
F. Construction	$0	$0	$0
G. Consultants/Contracts	$253,984	$0	$253,984
H. Other	$571,180	$0	$571,180
Total Direct Costs	$1,585,019	$0	$1,585,019
I. Indirect Costs	$0	$0	$0
TOTAL PROJECT COSTS	$1,585,019	$0	$1,585,019

Federal Request	$1,585,019
Non-Federal Amount	$0
Total Project Cost	$1,585,019

Public Reporting Burden

Paperwork Reduction Act Notice: Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this application is four (4) hours per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write the Office of Justice Programs, Office of the Chief Financial Officer, 810 Seventh Street, NW, Washington, DC 20531; and to the Public Use Reports Project, 1121-0188, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2017 - 12/31/2018	**GAN Number:**	004
Grantee Address:	PO BOX 42602 OLYMPIA, 98504	**Program Office:**	NIJ	**Date:**	11/09/2017
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Virginia T Hernandez		
Grantee EIN:	91-6001127	**Application Number (s):**	2016-90944-WA-DN		
Vendor #:	916001127	**Award Number:**	2016-DN-BX-0090		
Project Title:	Washington State Patrol Forensic DNA Initiative	**Award Amount:**	$1,585,019.00		

Note: There is no Final Review for this award.

Budget Modification

* All editable Budget fields must contain a numeric value.

Categories	Approved Budget	Requested Changes to Budget	Revised Budget
A. Personnel	$ 269189	$ 0	$ 269189
B. Fringe Benefits	$ 107323	$ 0	$ 107323
C. Travel	$ 34598	$ 0	$ 34598
D. Equipment	$ 348745	$ 21284	$ 370029
E. Supplies	$ 0	$ 0	$ 0
F. Construction	$ 0	$ 0	$ 0
G. Contractual	$ 253984	$ -21284	$ 232700
H. Other	$ 571180	$ 0	$ 571180
TOTAL DIRECT COST	$ 1585019	$ 0	$ 1585019
Total Direct Costs = (Sum of lines A-H)			

INDIRECT COST	$0	$0	$0
TOTAL PROJECT COST	$1585019	$0	$1585019

Total Project Costs = Total Direct Costs + Indirect Cost
Total Project Costs = Federal Funds Approved + Non-Federal Funds + Program Income

FEDERAL FUNDS APPROVED	$1585019		$1585019
NON-FEDERAL FUNDS APPROVED	$0	$0	$0
PROGRAM INCOME	$0	$0	$0

***Required Justification for Budget Modification**

The request is to move $21,284 from the Consultants/Contracts budget category to the Equipment category. This move will address a cost savings in the Consultants/Contracts budget category and, combined with the $60,000 savings

Attachments:

Filename:	User:	Timestamp:	Action:
Appendix 9 New Budget Detail and Narrative combined (2).pdf	BMakix	09/28/2017 4:38 PM	Delete Attachment
Narrative Justification Budget Mod GAN for 2016-DN-BX-0090.doc	BMakix	09/28/2017 4:38 PM	Delete Attachment
Revised Budget Narrative 2016-DN-BX-0090 Budget Mod GAN#1 (2).docx	BMakix	09/28/2017 4:39 PM	Delete Attachment

Actions:

Close

Printer Friendly Version

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OCFMD - Supervisor	nguyenk	11/09/2017 8:39 AM	View Note
Submitted	PO - Grant Manager	BMakix	09/28/2017 4:43 PM	View Note
Draft	EXTERNAL - External User	BMakix	09/28/2017 4:37 PM	View Note

Tee, Simon (WSP)

From: Maki, Bob (WSP)
Sent: Thursday, November 09, 2017 5:57 AM
To: Tee, Simon (WSP); Shutler, Gary (WSP)
Subject: Fwd: Budget Modification GAN has been Approved

Sent from my iPhone

Begin forwarded message:

> **From:** <do-not-reply@ojp.usdoj.gov>
> **Date:** November 9, 2017 at 5:39:18 AM PST
> **To:** <Bob.Maki@wsp.wa.gov>
> **Subject: Budget Modification GAN has been Approved**
> **Reply-To:** <do-not-reply@ojp.usdoj.gov>
>
> The request for Budget Modification GAN for 2016-DN-BX-0090 has been approved. Please access GMS for more information regarding GAN Number 004.

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 12, 2016

Mr. Bob Maki
Washington State Patrol
P. O. Box 42602
Olympia, WA 98504-2602

Dear Mr. Maki:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY16 Postconviction Testing of DNA Evidence to Exonerate the Innocent in the amount of $421,269 for Washington State Patrol. This funding supports the Postconviction Testing of DNA Evidence to Exonerate the Innocent project titled "Washington State Patrol Northwest DNA Expansion Initiative - Department of Emergency Services and Public Protection."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Virginia T. Hernandez, Grant Manager at (202) 616-5910; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol V. Mason

Karol Virginia Mason
Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 12, 2016

Mr. Bob Maki
Washington State Patrol
P. O. Box 42602
Olympia, WA 98504-2602

Dear Mr. Maki:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.
Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
Washington State Patrol
P. O. Box 42602
Olympia, WA 98504-2602

4. AWARD NUMBER: 2016-DY-BX-0003

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2018
BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2018

6. AWARD DATE 09/12/2016

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
916001127

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
808883854

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Northwest DNA Expansion Initiative

10. AMOUNT OF THIS AWARD $ 421,269

11. TOTAL AWARD $ 421,269

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY16(NIJ - Post-Conviction DNA Testing) Pub. L. No. 114-113, 129 Stat. 2242, 2308; 28 USC 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.820 - Postconviction Testing of DNA Evidence to Exonerate the Innocent

15. METHOD OF PAYMENT
GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Karol Virginia Mason
Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL
Karol V. Mason

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Bob Maki
Chief Financial Officer

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Robert F Maki

19A. DATE
9/14/16

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DY	60	00	00		421269

21. RDYSGT0288

PROJECT NUMBER 2016-DY-BX-0003 AWARD DATE 09/12/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

PROJECT NUMBER 2016-DY-BX-0003 AWARD DATE 09/12/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

SPECIAL CONDITIONS

23. (a) Accreditation and Privacy Requirements; CODIS; No Research

The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community. The laboratory must undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of its forensic science laboratories, if applicable.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No DNA profile generated with funding from this award may be entered into any non-governmental database without prior express written approval from NIJ.

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ Program Manager for the award.

(b) Nonsupplanting of State or Local Funds

The recipient shall ensure that federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of federal funds, be available from State or local government sources for activities funded through this award. The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.

(c) Evaluations

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

SPECIAL CONDITIONS

24. General

Unless otherwise expressly authorized in writing (in advance) by NIJ, the use of funds provided under this award is limited to case review, location of evidence, DNA analysis of biological evidence, and limited case identification. If included in the approved budget, up to 15 percent of the total amount of federal award funds may be used for permissible case identification activities.

"Case identification" means performing outreach or initial screening activities, other than "case review" as defined below, designed to identify postconviction cases of violent felony offenses (as defined by State law) where DNA analysis might demonstrate actual innocence. Permissible outreach and initial screening mechanisms are face-to-face meetings, closed-circuit television meetings, eligibility letters/questionnaires/applications, telephone calls, and computerized searches of State court records.

"Case review" means review of files or documentation of postconviction cases of violent felony offenses (as defined by State law) by appropriate persons (e.g., prosecutors, public defenders, law enforcement personnel, and medical examiners) to determine whether biological evidence exists that might, through DNA analysis, demonstrate the actual innocence of the person previously convicted.

"Locate evidence" means seeking to locate, following a case review, biological evidence that, through DNA analysis, might demonstrate actual innocence, through activities such as the searching of files, storage facilities, and evidence rooms.

"DNA analysis of biological evidence" includes the handling, screening, and DNA analysis of biological evidence located in connection with a case review.

Preservation of biological evidence certification(s) required from State(s)

The recipient shall ensure that none of the funds under this award are used for any Postconviction Testing of DNA Evidence to Exonerate the Innocent program activities for any State's postconviction DNA testing cases unless and until a Certification as to Provision of Postconviction DNA Testing and Preservation of Biological Evidence has been properly executed by the chief legal officer (typically the Attorney General) of such State, the recipient has submitted the certification (fully-executed and complete in form and content) to NIJ, NIJ has received and accepted the certification, and the recipient has received written notification from NIJ of its receipt and acceptance of the certification for the State.

25. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

26. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

SPECIAL CONDITIONS

27. The recipient shall submit a report within 90 days of the end of the award period documenting all relevant project activities during the entire period of support under this award. At a minimum, with respect to funds provided under this FY 2016 award, the final report shall provide: (1) a summary and assessment of the program carried out with the funds made available under this FY 2016 award; (2) data associated with the performance measures set out in the FY 2016 program announcement. Data associated with the performance measures include the number and types of cases reviewed with funds from this FY 2016 award; the number of cases in which an evidence search was conducted; the number of cases in which biological evidence existed; the number of cases in which biological evidence had been destroyed or was missing; the approximate number of hours spent on case review and location of evidence, respectively; the number of cases in which DNA analysis was performed as well as the total number of pieces of evidence analyzed; the number of profiles uploaded into CODIS; if applicable, the number of matches resulting from profiles uploaded into CODIS; and the numbers of cases with confirmatory, exculpatory, and inconclusive results, respectively. The recipient shall ensure that all data and information necessary for the report is collected throughout the award period. The report must be submitted to the Office of Justice Programs, on-line through https://grants.ojp.usdoj.gov/.

28. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

29. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

30. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

31. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

SPECIAL CONDITIONS

32. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

    The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

    It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

    The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

33. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

34. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

36. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

SPECIAL CONDITIONS

37. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

    The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

    If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

38. The recipient and any subrecipients must comply with all applicable federal laws and regulations, including those identified in the forms entitled "Standard Assurances" and the "Certifications Regarding Lobbying; Debarment and Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements," currently posted at http://ojp.gov/funding/Apply/Forms.htm.

39. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

    Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

    Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

40. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.

PROJECT NUMBER 2016-DY-BX-0003 AWARD DATE 09/12/2016

SPECIAL CONDITIONS

41. The recipient agrees that $ 421,269 will be withheld and that the recipient may not obligate, expend, or draw down any funds under this award for expenses directly related to postconviction DNA case identification, case review, evidence location, or DNA analysis of biological evidence for the State(s) specified in this award condition until: (1) the recipient has submitted, for the specified State(s), a properly-executed Certification as to Provision of Postconviction DNA Testing and Preservation of Biological Evidence using the certification template provided as Appendix I to the FY 2016 Postconviction Testing of DNA Evidence to Exonerate the Innocent program solicitation, and (2) a Grant Adjustment Notice has been issued modifying or removing this special condition.

The recipient must submit a properly-executed Certification as to Provision of Postconviction DNA Testing and Preservation of Biological Evidence (as described above in this award condition) for the following State(s): Washington, Alaska.

U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Virginia Hernandez, Grant Manager

Subject: Environmental Assessment for Washington State Patrol

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts. Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2016-DY-BX-0003

This project is supported under FY16(NIJ - Post-Conviction DNA Testing) Pub. L. No. 114-113, 129 Stat. 2242, 2308; 28 USC 530C

1. STAFF CONTACT (Name & telephone number)

Virginia Hernandez
(202) 598-6510

2. PROJECT DIRECTOR (Name, address & telephone number)

Simon Tee
Grants & Contracts Manager
P. O. Box 42602
Olympia, WA 98504
(360) 596-4052

3a. TITLE OF THE PROGRAM

Postconviction Testing of DNA Evidence to Exonerate the Innocent

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Northwest DNA Expansion Initiative

5. NAME & ADDRESS OF GRANTEE

Washington State Patrol
P. O. Box 42602
Olympia, WA 98504-2602

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2016 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 10/01/2016 TO: 09/30/2018

9. AMOUNT OF AWARD

$ 421,269

10. DATE OF AWARD

09/12/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

As submitted by the proposer: The Program strategy has five key objectives that will attain The Northwest DNA Expansion Initiative's goal to free more innocent prisoners and expand access to DNA testing in the Northwest: (1) Increase IPNW's capacity to locate evidence and more quickly move cases into testing with the addition of a staff attorney and paralegal to ensure a queue of eligible cases are ready for collaborative representation by law students and pro bono lawyers; (2) Conduct limited outreach to translate and more widely disseminate IPNW application materials and conduct presentations targeted to minority prison populations; (3) Marshal existing pro bono partners and expand efforts to enlist experienced lawyers to secure DNA testing orders for more eligible prisoners; (4) Ensure WSPCLD's can provide efficient access to advanced DNA testing by funding critical overtime hours and outsource fees for contracted laboratory services; and (5) Support a pilot collaboration between IPNW and AKIP using successful models to improve case review efforts and recruit pro bono attorneys to assist on DNA cases in Alaska. Outcomes and deliverables: The two-year Initiative will support improved outreach to minority prisoners; initiate evidence searches and case reviews in at least 120 potential DNA cases; prepare 40 cases to enter the DNA Testing phase; and fmalize testing in 24 cases. Efforts ofWSPCLD, IPNW, AKIP

and pro bono volunteers will improve access to postconviction DNA testing, exonerate additional Northwest prisoners and identify actual perpetrators when possible. ca /ncf

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	10/01/2016 - 09/30/2019	**GAN Number:**	005
Grantee Address:	P. O. Box 42602 Olympia, 98504	**Program Office:**	NIJ	**Date:**	10/02/2018
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Scott Privette		
Grantee EIN:	91-6001127	**Application Number (s):**	2016-90521-WA-IJ		
Vendor #:	916001127	**Award Number:**	2016-DY-BX-0003		
Project Title:	Northwest DNA Expansion Initiative	**Award Amount:**	$421,269.00		

Change Project Period

Current Grant Period:	Month: 23 Day: 29	**New Grant Period:**	Month: 35 Day: 29
Project Start Date:	10/01/2016	***New Project Start Date:**	10/01/2016
Project End Date:	09/30/2018	***New Project End Date:**	09/30/2019

***Required Justification for Change Project Period:**

A NIJ scientist and I have discussed this request and concluded that this extension is needed to fully complete the project. I've attached an email from the scientist concurring with this extension. I approve this extension request.

Attachments:

Filename:	User:	Timestamp:
GAN-Change Project Period_2016-DY-BX-0003_final.docx	privetts	09/12/2018 9:01 AM
RE 2016-DY-BX-0003 Extension.msg	privetts	09/12/2018 9:01 AM

Print

Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	10/02/2018 12:00 PM
Submitted	PO - GAN 1st Line Supervisor	privetts	09/12/2018 9:01 AM
Draft	PO - Grant Manager	privetts	09/12/2018 9:01 AM

Appendix D

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2016, between the United States Department of Justice, Drug Enforcement (hereinafter "DEA") and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Spokane, the parties hereto agree to the following:

1. The DEA Code 3(f) Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Spokane area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the DEA Code 3(f) Task Force, the WSP agrees to detail two (2) experienced officers to the DEA Code 3(f) Task Force for a period of not less than two years. During this period of assignment, the two (2) officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The two (2) officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The two (2) officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the DEA Code 3(f) Task Force, DEA will assign five (5) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and two (2) officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

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6. During the period of assignment to the DEA Code 3(f) Task Force, the WSP will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WSP for overtime payments made by it to two (2) officers assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $17,753.00), per officers. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officers or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 29, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

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For the Drug Enforcement Administration:

Keith R. Weis
Name

Date: 10-3-2016

Special Agent in Charge
Title

For the Washington State Patrol:

for John Batiste
Name

Date: 9-26-16

Chief
Title

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete, and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

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(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

1124 W. Riverside Avenue
Suite L-300
Spokane, WA 99201

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
PO BOX 52602
Olympia, WA 98504-2602

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

DEA Spokane District Office

4. Typed Name and Title of Authorized Representative

For John Batiste, Chief, Washington State Patrol

5. Signature

6. Date

9-26-16

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Appendix F

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this first (1st) day of October 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Seattle Metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, the parties hereto agree to the following:

1. The Seattle HIDTA Integrated Task Force Group D-21 will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Seattle Metropolitan area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the Seattle HIDTA Integrated Task Force Group D-21, the WSP agrees to detail one (1) experienced officer(s) to the Seattle HIDTA Integrated Task Force Group D-21 for a period of not less than two years. During this period of assignment, the WSP officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The WSP officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The WSP officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the Seattle HIDTA Integrated Task Force Group D-21, DEA will assign five (5) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and four (4) officers assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the Seattle HIDTA Integrated Task Force Group D-21, the WSP will remain responsible for establishing the salaries and benefits, including overtime, of the WSP officer(s) assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the Washington State Patrol for overtime payments made by it to the WSP officer(s) assigned to the Seattle HIDTA Integrated Task Force Group D-21 for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently $17,753.00, per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The Washington State Patrol shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Washington State Patrol shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The Washington State Patrol shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by Washington State Patrol during the term of this agreement.

For the Drug Enforcement Administration:

Name: Keith R. Weis

Date: 10-3-2016

Title: Special Agent in Charge (SAC)

For the Washington State Patrol

for Name: John Batiste

Date: 9-26-16

Title: Chief of Police

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

300 5th Avenue
Suite 1300
Seattle, WA 98104

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
3000 Pacific Ave SE
Olympia, WA 98501

2. Application Number and/or Project Name

DEA Seattle HIDTA Task Force (Group D-21)

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

for John Batiste, Chief of Police - Washington State Patrol

5. Signature

6. Date

9-26-16

Appendix F

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this first (1st) day of October 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Seattle Metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, the parties hereto agree to the following:

1. The Seattle HIDTA Integrated Task Force Group D-21 will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Seattle Metropolitan area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the Seattle HIDTA Integrated Task Force Group D-21, the WSP agrees to detail one (1) experienced officer(s) to the Seattle HIDTA Integrated Task Force Group D-21 for a period of not less than two years. During this period of assignment, the WSP officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The WSP officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The WSP officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the Seattle HIDTA Integrated Task Force Group D-21, DEA will assign five (5) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and four (4) officers assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the Seattle HIDTA Integrated Task Force Group D-21, the WSP will remain responsible for establishing the salaries and benefits, including overtime, of the WSP officer(s) assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the Washington State Patrol for overtime payments made by it to the WSP officer(s) assigned to the Seattle HIDTA Integrated Task Force Group D-21 for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently $17,753.00, per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The Washington State Patrol shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Washington State Patrol shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The Washington State Patrol shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by Washington State Patrol during the term of this agreement.

For the Drug Enforcement Administration:

Name: Keith R. Weis

Date: 10-3-2016

Title: Special Agent in Charge (SAC)

For the Washington State Patrol

for Name: John Batiste

Date: 9-26-16

Title: Chief of Police

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

300 5th Avenue
Suite 1300
Seattle, WA 98104

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
3000 Pacific Ave SE
Olympia, WA 98501

2. Application Number and/or Project Name

DEA Seattle HIDTA Task Force (Group D-21)

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

for John Batiste, Chief of Police - Washington State Patrol

5. Signature

6. Date

9-26-16

Appendix E

TACTICAL DIVERSION TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the State of Washington area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of State of Washington, the parties hereto agree to the following:

1. The Tactical Diversion Squad (TDS) Task Force will perform the activities and duties described below:

a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the State of Washington area;

b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and

c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the TDS Task Force, the WSP agrees to detail one (1) experienced officer to the TDS Task Force for a period of not less than two years. During this period of assignment, the WSP officers will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.

3. The WSP officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WSP officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the TDS Task Force, DEA will assign four (4) Special Agents and two (2) Diversion Investigators to the Task Force. DEA will also, subject to the availability

of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and WSP officers assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the TDS Task Force, the WSP will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to WSP officers assigned to the TDS Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $17,753.00), per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will

be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

Date: 10-3-2016

Keith R. Weis
Special Agent in Charge
Seattle Field Division

For the Washington State Patrol

Date: 9-26-16

Name JASON BERRY

ASST. CHIEF

Title

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

WSP Contract No. K12160

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

2. Application Number and/or Project Name

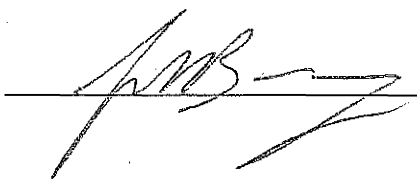
3. Grantee IRS/Vendor Number

91-6001127

4. Typed Name and Title of Authorized Representative

Chief John R. Batiste

5. Signature



6. Date

9-26-16

Appendix D

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, the parties hereto agree to the following:

1. The Bellingham Resident Office Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Counties of Whatcom, Skagit, and San Juan Islands of the State of Washington area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the Bellingham Resident Office Task Force, the WSP agrees to detail (1) experienced officer to the Bellingham Resident Office Task Force for a period of not less than two years. During this period of assignment, the WSP officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The WSP officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WSP officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Bellingham Resident Office Task Force, DEA will assign (2) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the WSP officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Bellingham Resident Office Task Force, the WSP will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WSP for overtime payments made by it to the WSP officer assigned to the Bellingham Resident Office Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $17,753.00), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

Keith R. Weis
Special Agent in Charge

Date: 10-3-2016

For the Washington State Patrol:

for John R. Batiste
Chief

Date: 9-26-16

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit "Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

1855 Barkley Blvd
Bellingham, WA 98226

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A coby of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

91-6001127 C130090FED

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Bellingham Task Force - DEA

4. Typed Name and Title of Authorized Representative

Jason Berry

5. Signature

9-26-16

6. Date

9-26-16

TACOMA REGIONAL TASK FORCE AGREEMENT
PROGRAM - FUNDED
TACOMA, WASHINGTON
FY 2017

This agreement is made this 1st day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Pierce County, WA, the parties hereto agree to the following:

1. The Tacoma Regional Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Pierce County area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the Tacoma Regional Task Force, the WSP agrees to detail (1) experienced officer to the Tacoma Regional Task Force for a period of not less than two years. During this period of assignment, the WSP officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The WSP officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WSP officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Tacoma Regional Task Force, DEA will assign two (2) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and WSP officers assigned to the Task Force.

This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Tacoma Regional Task Force, the WSP will remain responsible for establishing the salary and benefits, including overtime, of the Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WSP for overtime payments made by it to the Officer assigned to the Tacoma Regional Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $17,753.00), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis, complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on thirty days' advance

written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

Date: 10-3-2016

Keith R. Weis
Special Agent in Charge
Seattle Field Division

For the Washington State Patrol

for

Date: 9-26-16

John Batiste
Chief
Washington State Patrol

DEA Tacoma Regional TF
WSP Contract No. K12338

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

1250 Pacific Avenue
Suite 850
Tacoma, WA 98402-4308

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
P.O. Box 52602
Olympia, Washington 98504-2602

2. Application Number and/or Project Name

Tacoma Regional Task Force

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

John Batiste, Chief, Washington State Patrol

5. Signature

6. Date

9-26-16

9-26-16

Drug Enforcement Administration
Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of October 2016, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP").

1. The police agencies participating in the DEA Bellingham Enforcement Group D-23 Task Force, hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

Participating Agency	Contribution
Washington State Patrol	1 TFO
Whatcom County Sheriff's Office	1 TFO

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

DEA shall receive	20%
Washington State Patrol	40%
Whatcom County Sheriff's Office	40%

3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).

4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.

5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

For the Drug Enforcement Administration:

Keith Weis
Special Agent in Charge

Date: 10-3-16

For the Washington State Patrol Office:

John Batiste
Chief

Date: 9-26-16

Drug Enforcement Administration
Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of October 2016, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP").

1. The police agencies participating in the Seattle HIDTA Integrated Task Force Group D-21, hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

Participating Agency	Contribution
Lynnwood Police Department	1 TFO
Port of Seattle Police Department	1 TFO
Seattle Police Department	1 TFO
Washington State Patrol	1 TFO

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

DEA shall receive	20%
Lynnwood Police Department	20%
Port of Seattle Police Department	20%
Seattle Police Department	20%
Washing ton State Patrol	20%

3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).

4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.

5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

For the Drug Enforcement Administration:

Date: 10-3-20

Keith Weis
Special Agent in Charge

For the Washington State Patrol:

Date: 9-26-16

John Batiste
Chief of Police

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Standard Closeout Package Status

Grantee Name: Washington State Patrol

Award Number: 2016-CD-BX-0078

Award Amount: $187,245.00

Project Period Begin Date: 01/01/2017

Project Period End Date: 12/31/2017

Grant Manager: Christine Torres

OJP Vendor Number: 916001127

Expenditure/Obligation End Date: 12/31/2017

Liquidation End Date: 03/31/2018

Submit Your Closeout Package By Date: 03/31/2018

Closeout Status: Submitted

Status Date: 03/30/2018

Original Award Amount	$187,245.00	De-Obligation Amount	$18,216.63	Adjusted Award Amount	$169,028.37
Disbursed Amount	($169,028.37)				

Requirement	Status	Last Submission Date
Final Progress Report	Complete	03/27/2018
Final Financial Status Report	Complete	03/22/2018
Special Condition Compliance	Complete	02/14/2017
Financial Reconciliation	Complete	03/22/2018
Programmatic Requirements Certification	Complete	03/30/2018

Closeout Text
The grant has met all financial reporting and programmatic requirements.

Closeout Documents

User	Role	Document	Date
SYSTEM_USER	OC - Accounting Supervisor	Hold Funds	03/30/2018

Attachments:

None

Actions:

Close

Print

Audit Trail:

Description:	Role:	User:	Timestamp:
Submitted	External Drawdown Role	Hattell, Curt	03/30/2018 11:45 AM

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 19, 2016

Assistant Chief Jason Berry
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

Dear Assistant Chief Berry:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY16 Paul Coverdell Forensic Science Improvement Grants Program in the amount of $187,245 for Washington State Patrol. This funding is for the project titled, "FY 2016 Paul Coverdell Forensic Science Improvement Grants Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Alan Spanbauer, Grant Manager at (202) 305-2436; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol V. Mason

Karol Virginia Mason
Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 19, 2016

Assistant Chief Jason Berry
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

Dear Assistant Chief Berry:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

4. AWARD NUMBER: 2016-CD-BX-0078

5. PROJECT PERIOD: FROM 01/01/2017 TO 12/31/2017
BUDGET PERIOD: FROM 01/01/2017 TO 12/31/2017

6. AWARD DATE 09/19/2016

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
916001127

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
808883854

9. PREVIOUS AWARD AMOUNT $0

3. PROJECT TITLE
Washington State Plan for Forensic Science Improvement - 2016 Paul Coverdell Forensic Science Improvement Grants Program.

10. AMOUNT OF THIS AWARD $ 187,245

11. TOTAL AWARD $ 187,245

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY16(NIJ - Coverdell Forensic Science Improvement) 42 USC 3797j-3797o; 28 USC 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.742 - Paul Coverdell Forensic Sciences Improvement Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Karol Virginia Mason
Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Karol V. Mason

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Jason Berry
CVED Asst Chief

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE
11-3-16

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	CD	60	00	00		187245

21. RCDSGT0442

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization.

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

PROJECT NUMBER 2016-CD-BX-0078 AWARD DATE 09/19/2016

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

24. A. Generally Accepted Laboratory Practices. The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

B. External Investigations. The recipient shall ensure that requirements associated with 42 U.S.C. section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

C. Use of Funds; No Research. Funds provided under this award shall be used only for the purposes and types of expenses set forth in the fiscal year 2016 program solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ program manager prior to incurring the expense or commencing the activity in question.

D. Performance Measures. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this fiscal year 2016 award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with fiscal year 2016 Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures.

25. The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the FY 2016 Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2016 program solicitation.

The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

SPECIAL CONDITIONS

26. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the NIJ program manager for the award within ten (10) business days of implementation of the change.

27. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

28. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

29. The recipient agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out with the fiscal year 2016 grant, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner/coroner's office services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system in that State operated by the State or by a unit of local government and the delivery of test results to the requesting office or agency; and (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system. The recipient is required to collect data necessary for this report. This report is due no later than 90 days following the close of the award period or the expiration of any extension periods. The report can be filed online through the Internet at: https://grants.ojp.usdoj.gov/.

30. The recipient acknowledges that, as stated in the solicitation for the FY 2016 Paul Coverdell Forensic Science Improvement Grants Program, NIJ assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application.

    The recipient shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of.forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral.

    Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report.

    The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

SPECIAL CONDITIONS

31. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

32. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

33. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

34. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

    Categorical Exclusion: Based upon the information provided by the recipient in its application for these funds, NIJ has determined and the recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D). A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

    Modifications: Throughout the term of this award, the recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

35. The recipient may not obligate, expend, or draw down any funds under this award until a revised budget reflecting the final award amount has been received and approved by the National Institute of Justice, and a Grant Adjustment Notice (GAN) has been issued removing this condition.

36. The recipient and any subrecipients must comply with all applicable federal laws and regulations, including those identified in the forms entitled "Standard Assurances" and the "Certifications Regarding Lobbying; Debarment and Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements," currently posted at http://ojp.gov/funding/Apply/Forms.htm.

Removal of Special Conditions Related to Programmatic Requirements Withholding Funds GAN

All Active

Change Requested

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

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US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2017 - 12/31/2017
Grantee Address:	PO Box 42602 Olympia, 98504	**Program Office:**	NIJ
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Christine Torres
Grantee EIN:	91-6001127	**Application Number(s):**	2016-90595-WA-CD
Vendor #:	916001127	**Award Number:**	2016-CD-BX-0078
Project Title:	Washington State Plan for Forensic Science Improvement - 2016 Paul Coverdell Forensic Science Improvement Grants Program.	**Award Amount:**	$187,245.00

Removal of Special Conditions Related to Programmatic Requirements Withholding Funds

Supplement 00

	Special Condition Number	Special Condition Title	Status
☑	Special Condition 35	Withholding of funds - revised budget (Coverdell and DNA)	Active

***Required Justification for Removal**

This GAN serves to remove special condition #35, withholding of funds - revised budget (Coverdell and DNA). The grantee has submitted a revised budget that accurately reflects the final award amount and that revised budget is attached. The

Attachments:

None

Actions:

Close

Printer Friendly Version

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Submitted	PO - GAN 1st Line Supervisor	torresc	01/09/2017 4:19 PM	View Note
Draft	PO - Grant Manager	torresc	01/09/2017 4:18 PM	View Note

Drug Enforcement Administration
Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP").

1. The police agencies participating in the DEA Tri-Cities Task Force Group, hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

Participating Agency	Contribution
Washington State Patrol	1 TFO
Pasco Police Department	1 TFO
Benton County Sheriff's Office	1 TFO

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

DEA shall receive	20%
Washington State Patrol	26.6%
Pasco Police Department	26.6%
Benton County Sheriff's Office	26.6%

3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).

4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.

5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

For the Drug Enforcement Administration:

Date: 7-7-2017

Keith Weis
Special Agent in Charge

For the Washington State Patrol:

Date: 7/9/17

John R. Batiste
Chief

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 18, 2016

Mr. Mark Haigh
Resident Agent in Charge
Drug Enforcement Administration
Spokane Resident Office

RE: Memorandum of waiver or exception of OCDETF case: Code 3(f) [redacted]

RAC Haigh:

Washington State Patrol (WSP) requests that WSP Detective Sergeant Code 3(c), assigned to the Interagency Narcotics Enforcement Team (INET) and assisting with Operation Lechuga Loca, be given a waiver/exemption from the full-time OCDETF participation requirement. With his assignment to INET, WSP detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2390.

Sincerely,

Acting Captain Chris J. Sweet
Investigative Assistance Division

CJS:rmk

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 17, 2016

Keith R. Weis
Special Agent in Charge
Drug Enforcement Administration
Seattle Field Division

Dear SAC Weis:

I am writing to you on behalf of the Washington State Patrol, concerning Detective Code 3(c) Shield #961, who is currently assigned to the Interagency Narcotics Enforcement Team (INET). Detective Code 3(c) was assigned to the INET on October 1, 2009.

The Washington State Patrol has reviewed the character and internal personnel files for Detective Code 3(c) and it confirms that Detective Code 3(c) is suitable for assignment with the DEA/Task Force and that it is not aware of any potential impeachment information regarding Detective Code 3(c) including any of the following: agency or judicial findings of misconduct relating to truth, bias, or integrity; substantive violations of law, Department policy or Department procedure; or pending investigations. Further, Detective Code 3(c) has not been previously convicted of a misdemeanor crime of domestic violence, within the meaning of Title 18, U.S.C., Section 922(g) (9). As a prerequisite to employment, the Washington State Patrol conducted a background investigation, including an FBI fingerprint check, and no derogatory information was uncovered.

Accordingly, the Washington State Patrol is prepared to report that Detective Code 3(c) is a member of the Washington State Patrol in good standing, has no delinquent financial obligations, and has met all of the hiring and drug use policy requirements, and is suitable to be assigned to the task force. There are no additional issues with Detective Code 3(c) that are relevant to DEA's consideration of the request for deputization.

If you have any questions, please feel free to contact me, at (360) 704-2392.

Sincerely,

Lieutenant Chris J. Sweet
Narcotics Section Commander
Washington State Patrol
Investigative Assistance Division

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Lt. Chris Sweet
Washington State Patrol
210 11th Ave.
Olympia, WA 98504

November 15, 2016

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2017

Dear Lt. Sweet:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #:	Code 3(f)
Dates of the Agreement:	10/01/2016 through 09/30/2017 (Fiscal 2017)
Funding Amount:	$ 2,500.00
Sponsoring Federal Agency:	DEA

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2017

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $17,753.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2016). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Knut E. Ellenes at 415 436 7989.

Very truly yours,

Melinda L. Haag
United States Attorney

Thomas A. Colthurst
OCDETF Regional Director
Pacific Region

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2017
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

_____ _____

Date Signature of State/Local Official

_____

Print Name/Title

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY 2017 Agreement

FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: Code 45 DC#: S-32-

Amount Requested:

$ 2,500.00

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

Operation Name:

From: October 1, 2016
Beginning Date of Agreement

To: September 30, 2017
Ending Date of Agreement

Federal Agency Investigations:
Number: RH-11-0029

State or Local Organization

Narcotics Supervisor: Lieutenant Chris Sweet

Telephone Number: (360) 704-2390

E-mail Address: Chris.Sweet@wsp.wa.gov

Fax # (if applicable):

State or Local Organization Name and Address:

Washington State Patrol
210 11th Ave
Olympia WA 98501

Sponsoring Federal Agency(ies):

DEA - Spokane Resident Office

Sponsoring Federal Agency Group/Squad Supervisor: GS Mark Haigh

Telephone Number: (509) 353-2964

E-mail Address: Mark.T.Haigh@DEA.usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Washington State Patrol / Robert L. Maki

Telephone Number: (360) 596-4045

E-mail Address: Bob.Maki@wsp.wa.gov

Fax # (if applicable):

APPROVED

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2017.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____ Asst. Chief 10-20-16
Authorized State or Local Official *Title* *Date*

Approved By: _____ Spokane DEA GS 10-24-16
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: K. Erik Ellers 11-14-16
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____ 11/14/16
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Code 3(c)	Detective	Code 25 25/ Code 2
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude 'full-time participation" by a participating local agency. These circumstances include the following:

1. Unforseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted; (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforseen circumstances; *i.e.,* when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be *APPROVED IN ADVANCE* of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

Acknowledged: _____ ASST. CHIEF 10 2016

Authorized State or Local Official *Title* *Date*

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: Lieutenant Chris J. Sweet

   Address: WSP - IAD, PO BOX 42634, Olympia WA 98504-2634

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements ***must*** be attached to every Agreement for each OCDETF investigation.

5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

6. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

7. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 17,753.00** from any Federal source this fiscal year.

Acknowledged: _____ Asst. Chief 10-20-16

Authorized State or Local Official *Title* *Date*

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

Name: Washington State Patrol	
Address: PO Box 42602	
Olympia WA 98504-2602	
Taxpayer ID Number: Code 45	
Contact Person Name: Alaine Johnson	Telephone Number: (360) 596-4033

FINANCIAL INSTITUTION INFORMATION

Bank Name: US Bank
Nine-Digit ABA Routing Transit Number: 123000848
Depositor Account Number: Code 51(c)
Type of Account: (checking/savings) checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 18, 2016

K. Erik Ellers 11-14-16

Mr. Mark Haigh
Resident Agent in Charge
Drug Enforcement Administration
Spokane Resident Office

RE: Memorandum of waiver or exception of OCDETF case: Code 3(f) [redacted]

RAC Haigh:

Washington State Patrol (WSP) requests that WSP Detective Sergeant Code 3(c) assigned to the Interagency Narcotics Enforcement Team (INET) and assisting with Operation Lechuga Loca, be given a waiver/exemption from the full-time OCDETF participation requirement. With his assignment to INET, WSP detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2390.

Sincerely,

Acting Captain Chris J. Sweet
Investigative Assistance Division

CJS:rmk

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2017
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

11/22/16
Date

Signature of State/Local Official

ROBERT WARK, CFO
Print Name/Title

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Memorandum

November 6, 2016

To: Lt. Chris Sweet
Washington State Patrol
210 11th Ave.
Olympia, WA 98504

From: Thomas A. Colthurst
AUSA OCDETF Regional Director
Pacific Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2016

OCDETF Investigation #	DCN:	Sponsoring Federal Agency:
Code 3(f)	R326198	DEA

Washington State Patrol

At this time the Coordination Group has agreed to de-obligate funding in the above captioned agreement in the amount of -$2,307.88. This de-obligation gives your agency a total amount funded of $192.12 for this fiscal year which ends September 30, 2016.

Funding History	Funding Date	Change	Total
Beginning Agreement Amount	04/01/2016	$ 2,500.00	$ 2,500.00
Funding Change	11/06/2016	-$ 2,307.88	$ 192.12

Please do not hesitate to contact Knut E. Ellenes at 415 436 7989 if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.

RECEIVED
NOV 14 2016
WSP - IAD

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Memorandum

November 6, 2016

To: Lt. Chris Sweet
Washington State Patrol
210 11th Ave.
Olympia, WA 98504

From: Thomas A. Colthurst
AUSA OCDETF Regional Director
Pacific Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2016

OCDETF Investigation #	DCN:	Sponsoring Federal Agency:
Code 3(f)	R326251	DEA

Washington State Patrol

At this time the Coordination Group has agreed to de-obligate funding in the above captioned agreement in the amount of -$2,500.00. This de-obligation gives your agency a total amount funded of $0.00 for this fiscal year which ends September 30, 2016.

Funding History	Funding Date	Change	Total
Beginning Agreement Amount	07/01/2016	$ 2,500.00	$ 2,500.00
Funding Change	11/06/2016	-$ 2,500.00	$ 0.00

Please do not hesitate to contact Knut E. Ellenes at 415 436 7989 if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 18, 2016

Mr. Steve Hummel
Resident Agent in Charge
Drug Enforcement Administration
Bellingham Resident Office

RE: Memorandum of waiver or exception of OCDETF case: Code 3(f)
Code 3(f)

RAC Hummel:

Washington State Patrol (WSP) requests that WSP Detective Sergeant Chris Coglizer, assigned to the Skagit County Interlocal Drug Enforcement Unit (SCIDEU) and assisting with Operation At the Car Wash, be given a waiver/exemption from the full-time OCDETF participation requirement. With his assignment to SCIDEU, WSP detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2390.

Sincerely,

Acting Captain Chris J. Sweet
Investigative Assistance Division

CJS:rmk

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 17, 2016

Keith R. Weis
Special Agent in Charge
Drug Enforcement Administration
Seattle Field Division

Dear SAC Weis:

I am writing to you on behalf of the Washington State Patrol, concerning Sergeant Chris Coglizer, Shield #224, who is currently assigned to the Skagit County Investigative Drug Enforcement Unit (SCIDEU). Sergeant Coglizer was assigned to the SCIDEU on May 1, 2006.

The Washington State Patrol has reviewed the character and internal personnel files for Sergeant Coglizer and it confirms that Sergeant Coglizer is suitable for assignment with the DEA/Task Force and that it is not aware of any potential impeachment information regarding Sergeant Coglizer, including any of the following: agency or judicial findings of misconduct relating to truth, bias, or integrity; substantive violations of law, Department policy or Department procedure; or pending investigations. Further, Sergeant Coglizer has not been previously convicted of a misdemeanor crime of domestic violence, within the meaning of Title 18, U.S.C., Section 922(g) (9). As a prerequisite to employment, the Washington State Patrol conducted a background investigation, including an FBI fingerprint check, and no derogatory information was uncovered.

Accordingly, the Washington State Patrol is prepared to report that Sergeant Coglizer is a member of the Washington State Patrol in good standing, has no delinquent financial obligations, and has met all of the hiring and drug use policy requirements, and is suitable to be assigned to the task force. There are no additional issues with Sergeant Coglizer that are relevant to DEA's consideration of the request for deputization.

If you have any questions, please feel free to contact me, at (360) 704-2392.

Sincerely,

Lieutenant Chris J. Sweet
Narcotics Section Commander
Washington State Patrol
Investigative Assistance Division

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Lt. Chris Sweet
Washington State Patrol
210 11th Ave.
Olympia, WA 98504

November 8, 2016

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2017

Dear Lt. Sweet:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #: Code 3(f)
Dates of the Agreement: 10/01/2016 through 09/30/2017 (Fiscal 2017)
Funding Amount: $ 2,500.00
Sponsoring Federal Agency: DEA

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2017

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $17,753.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2016). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Knut E. Ellenes at 415 436 7989.

Very truly yours,

Melinda L. Haag
United States Attorney

Thomas A. Colthurst
OCDETF Regional Director
Pacific Region

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2017
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

_____ _____

Date Signature of State/Local Official

_____

Print Name/Title

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2017 Agreement
FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: Code 25(b) DC#: S-32-

Amount Requested: $ 2,500.00

Number of Officers Listed: 1

From: October 1, 2016 (Beginning Date of Agreement)

To: September 30, 2017 (Ending Date of Agreement)

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

Operation Name:

Federal Agency Investigations: Number: RL-16-0018

State or Local Organization

Narcotics Supervisor: Lieutenant Chris Sweet

Telephone Number: (360) 704-2390

E-mail Address: Chris.Sweet@wsp.wa.gov

Fax # (if applicable):

State or Local Organization Name and Address:

Washington State Patrol
210 11th Ave
Olympia WA 98501

Sponsoring Federal Agency(ies):

DEA - Bellingham Resident Office

Sponsoring Federal Agency Group/Squad Supervisor: RAC Steve Hummel

Telephone Number: (360) 676-3105

E-mail Address: Steven.K.Hummel@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Washington State Patrol / Robert L. Maki

Telephone Number: (360) 596-4045

E-mail Address: Bob.Maki@wsp.wa.gov

Fax # (if applicable):

APPROVED

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2017.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____ ASST-CHIEF 10-20-16
Authorized State or Local Official *Title* *Date*

Approved By: STEVEN K. HUMMEL, RAC 10-24-16
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____ 11-7-16
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____ 11/7/16
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

NAME	TITLE/RANK	DOB
1. Christofer Coglizer	Sergeant	Code 25 27/ Code 25(f)
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

ADDENDUM A
OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude 'full-time participation" by a participating local agency. These circumstances include the following:

1. Unforseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted; (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforseen circumstances; *i.e.,* when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be *APPROVED IN ADVANCE* of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

Acknowledged: _____ ASS. Chief 10-20-16

Authorized State or Local Official *Title* *Date*

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: Lieutenant Chris J. Sweet

   Address: WSP - IAD, PO BOX 42634, Olympia WA 98504-2634

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements ***must*** be attached to every Agreement for each OCDETF investigation.

5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

6. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

7. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 17,753.00** from any Federal source this fiscal year.

Acknowledged: _____ Asst. Chief 10-20-16

Authorized State or Local Official *Title* *Date*

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

Name: Washington State Patrol	
Address: PO Box 42602	
Olympia WA 98504-2602	
Taxpayer ID Number: Code 45	
Contact Person Name: Alaine Johnson	Telephone Number: (360) 596-4033

FINANCIAL INSTITUTION INFORMATION

Bank Name: US Bank
Nine-Digit ABA Routing Transit Number: 123000848
Depositor Account Number: Code 51(c)
Type of Account: (checking/savings) checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 18, 2016

K. Erik Ellers

Mr. Steve Hummel
Resident Agent in Charge
Drug Enforcement Administration
Bellingham Resident Office

RE: Memorandum of waiver or exception of OCDETF case: Code 3(f) Code 3(f)

RAC Hummel:

Washington State Patrol (WSP) requests that WSP Detective Sergeant Chris Coglizer, assigned to the Skagit County Interlocal Drug Enforcement Unit (SCIDEU) and assisting with Operation At the Car Wash, be given a waiver/exemption from the full-time OCDETF participation requirement. With his assignment to SCIDEU, WSP detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2390.

Sincerely,

Acting Captain Chris J. Sweet
Investigative Assistance Division

CJS:rmk

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2017
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f) [redacted]
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

11/22/16
Date

Signature of State/Local Official

ROBERT MARK, CFO
Print Name/Title

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 18, 2016

Mr. Steve Hummel
Resident Agent in Charge
Drug Enforcement Administration
Bellingham Resident Office

RE: Memorandum of waiver or exception of OCDETF case: Code 3(f) [redacted]

RAC Hummel:

Washington State Patrol (WSP) requests that WSP Detective Sergeant Chris Coglizer, assigned to the Skagit County Interlocal Drug Enforcement Unit (SCIDEU) and assisting with Operation At the Car Wash, be given a waiver/exemption from the full-time OCDETF participation requirement. With his assignment to SCIDEU, WSP detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2390.

Sincerely,

Acting Captain Chris J. Sweet
Investigative Assistance Division

CJS:rmk

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

July 1, 2016

Keith R. Weis
Special Agent in Charge
Drug Enforcement Administration
Seattle Field Division

Dear SAC Weis:

I am writing to you on behalf of the Washington State Patrol, concerning Sergeant Chris Coglizer, Badge # 224 who is currently assigned to the Skagit County Investigative Drug Enforcement Unit (SCIDEU). Sergeant Coglizer was assigned to the SCIDEU on May 1, 2006.

The Washington State Patrol has reviewed the character and internal personnel files for Sergeant Coglizer and it confirms that Sergeant Coglizer is suitable for assignment with the DEA/Task Force and that it is not aware of any potential impeachment information regarding Sergeant Coglizer, including any of the following: agency or judicial findings of misconduct relating to truth, bias, or integrity; substantive violations of law, Department policy or Department procedure; or pending investigations. Further, Sergeant Coglizer has not been previously convicted of a misdemeanor crime of domestic violence, within the meaning of Title 18, U.S.C., Section 922(g) (9). As a prerequisite to employment, the Washington State Patrol conducted a background investigation, including an FBI fingerprint check, and no derogatory information was uncovered.

Accordingly, the Washington State Patrol is prepared to report that Sergeant Coglizer is a member of the Washington State Patrol in good standing, has no delinquent financial obligations, and has met all of the hiring and drug use policy requirements, and is suitable to be assigned to the task force. There are no additional issues with Sergeant Coglizer that are relevant to DEA's consideration of the request for deputization.

If you have any questions, please feel free to contact me, at (360) 704-2392.

Sincerely,

Lieutenant Chris Sweet
Washington State Patrol
Investigative Assistance Division
Narcotics Section Commander

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Lt. Chris Sweet
Washington State Patrol
210 11th Ave.
Olympia, WA 98504

November 8, 2016

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2017

Dear Lt. Sweet:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #: Code 3(f)
Dates of the Agreement: 10/01/2016 through 09/30/2017 (Fiscal 2017)
Funding Amount: $ 2,500.00
Sponsoring Federal Agency: DEA

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2017

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $17,753.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2016). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Knut E. Ellenes at 415 436 7989.

Very truly yours,

Melinda L. Haag
United States Attorney

Thomas A. Colthurst
OCDETF Regional Director
Pacific Region

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2017
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

_____ _____

Date Signature of State/Local Official

_____

Print Name/Title

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY 2017 Agreement

FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: Code 45 DC#: S-32-

Amount Requested:

$ 2,500.00

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

Operation Name:

From: October 1, 2016
Beginning Date of Agreement

To: September 30, 2017
Ending Date of Agreement

Federal Agency Investigations:
Number: RL-16-0014

State or Local Organization

Narcotics Supervisor: Lieutenant Chris Sweet

Telephone Number: (360) 704-2390

E-mail Address: Chris.Sweet@wsp.wa.gov

Fax # (if applicable):

State or Local Organization Name and Address:

Washington State Patrol
210 11th Ave
Olympia WA 98501

Sponsoring Federal Agency(ies):

DEA - Bellingham Resident Office

Sponsoring Federal Agency Group/Squad Supervisor: RAC Steve Hummel

Telephone Number: (360) 676-3105

E-mail Address: Steven.K.Hummel@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Washington State Patrol / Robert L. Maki

Telephone Number: (360) 596-4045

E-mail Address: Bob.Maki@wsp.wa.gov

Fax # (if applicable):

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2017.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____ ASST. CHIEF 10-20-16
Authorized State or Local Official *Title* *Date*

Approved By: STEVEN K. HUMMEL RAC _____ 10/27/16
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____ 11-7-16
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____ 11/7/16
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f) [redacted]

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

NAME	TITLE/RANK	DOB
1. Christofer Coglizer	Sergeant	Code 2[redacted]27/Code 25[redacted]
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

ADDENDUM A
OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude 'full-time participation" by a participating local agency. These circumstances include the following:

1. Unforseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted; (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforseen circumstances; *i.e.,* when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be *APPROVED IN ADVANCE* of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

Acknowledged: _____ Asst. Chief 10-20-16

Authorized State or Local Official (Name and Signature) *Title* *Date*

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: Lieutenant Chris J. Sweet

   Address: WSP - IAD, PO BOX 42634, Olympia WA 98504-2634

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements ***must*** be attached to every Agreement for each OCDETF investigation.

5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

6. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

7. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 17,753.00** from any Federal source this fiscal year.

Acknowledged: _____ Asst. Chief 10-20-16

Authorized State or Local Official *Title* *Date*

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

Name: Washington State Patrol	
Address: PO Box 42602	
Olympia WA 98504-2602	
Taxpayer ID Number: Code 45	
Contact Person Name: Alaine Johnson	Telephone Number: (360) 596-4033

FINANCIAL INSTITUTION INFORMATION

Bank Name: US Bank
Nine-Digit ABA Routing Transit Number: 123000848
Depositor Account Number: Code 51(c)
Type of Account: (checking/savings) checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 18, 2016

K. Erik Ellers 11-7-14

Mr. Steve Hummel
Resident Agent in Charge
Drug Enforcement Administration
Bellingham Resident Office

RE: Memorandum of waiver or exception of OCDETF case Code 3(f) "Operation Rabbit Hole"

RAC Hummel:

Washington State Patrol (WSP) requests that WSP Detective Sergeant Chris Coglizer, assigned to the Skagit County Interlocal Drug Enforcement Unit (SCIDEU) and assisting with Operation At the Car Wash, be given a waiver/exemption from the full-time OCDETF participation requirement. With his assignment to SCIDEU, WSP detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2390.

Sincerely,

Acting Captain Chris J. Sweet
Investigative Assistance Division

CJS:rmk

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2017
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f) [redacted]
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

11/22/16
Date

Signature of State/Local Official

ROBERT MARK, CFO
Print Name/Title

Appendix F

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this first (1st) day of October 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Greater King County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, the parties hereto agree to the following:

1. The DEA SeaTac HIDTA Task Force (Group D-22) will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Greater King County area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the DEA SeaTac HIDTA Task Force (Group D-22), the WSP agrees to detail one (1) experienced officer(s) to the DEA SeaTac HIDTA Task Force (Group D-22) for a period of not less than two years. During this period of assignment, the WSP officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The WSP officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The WSP officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the DEA SeaTac HIDTA Task Force (Group D-22), DEA will assign three (3) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and eight (8) officers assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the DEA SeaTac HIDTA Task Force (Group D-22), the WSP will remain responsible for establishing the salaries and benefits, including overtime, of the WSP officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the Washington State Patrol for overtime payments made by it to the WSP officers assigned to the DEA SeaTac HIDTA Task Force (Group D-22) for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently $17,753.00, per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the Washington State Patrol charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The Washington State Patrol shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The Washington State Patrol shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Washington State Patrol shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The Washington State Patrol shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the

WSP shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The WSP understands and agrees that HIDTA will provide the DEA SeaTac HIDTA Task Force (Group D-22) Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGV'S)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the WSP personnel, in addition to whatever accident reporting requirements the WSP may have.

14. While on duty and acting on task force business, the WSP officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by Washington State Patrol during the term of this agreement.

For the Drug Enforcement Administration:

K [illegible]
Name: Keith R. Weis

Date: 11-7-2016

SAC
Title: Special Agent in Charge (SAC)

For the Washington State Patrol

[illegible]

Date: 11/2/16

Name: M.D. LAMOREAUX (Printed)

Title: ASSISTANT CHIEF

Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Washington State Patrol** **PO Box 42600** **Olympia, WA 98504-2600**	2. Grant Agreement Amount: **$529,902**	3. Grant Agreement Number: **E17-085 REVISED**
4. Subrecipient Contact, phone/email: **Arel Solie, 360-704-2962** **arel.solie@wsp.wa.gov**	5. Grant Agreement Start Date: **09/01/2016**	6. Grant Agreement End Date: **03/31/2019**
7. Department Contact, phone/email: **Deborah Henderson, 253-512-7470/** **deborah.henderson@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **808883854**	9. UBI # (state revenue): **342-008-834**

10. Funding Authority:
Washington State Military Department (the "Department") and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: Code 45	12. Federal Award Date: **08/22/2016**	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: **97.067 – HSGP (16SHSP)**
14. Total Federal Award Amount: **$13,272,953**	15. Program Index # & OBJ/SUB-OBJ: **763SA, 763SE, 763SF, 763SG, 763SS, 763ST / NZ**	16. TIN: **NA**
17. Service Districts: BY LEGISLATIVE DISTRICTS: **All** BY CONGRESSIONAL DISTRICTS: **All**	18. Service Area by County(ies): **Statewide**	19. Women/Minority-Owned, State Certified? X N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification ☐ Personal Services ☐ Client Services X Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract X Grant X Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐CONTRACTOR X SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:
The purpose of the FFY 2016 Homeland Security Grant Program (16HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 16HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. 16HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Department is the Recipient and Pass-through Entity of the 16HSGP Award, which is incorporated in and attached hereto as Attachment #1, and is making a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's Work Plan (scope), Timeline (schedule) and Budget for the subaward are detailed in Exhibits C, D, and E. As done in past years, Exhibit E, Budget, includes language stating any personnel expenditures that exceed 50% will not be reimbursed unless a personnel cap waiver is approved by Department of Homeland Security. A condition of this grant program is that personnel costs cannot exceed 50% of the total award amount. Consistent with past practice, the Department will continually review and project personnel expenditures by all subrecipients to determine if a personnel cap waiver is needed. The personnel cap is applied to the grant as a whole and the Department does not mandate each subrecipient limit personnel costs to 50%; therefore, if some subrecipients allocate and spend less than 50%, the additional personnel percentage can be used by others. The Department will work closely with all subrecipients to ensure anticipated personnel costs are covered by seeking a personnel cap waiver if needed. Unfortunately, there is no mechanism during the application and awarding process to request a personnel cap waiver. The request must be made at a time when it's most clear what the actual personnel costs will be. The Department anticipates asking for a personnel cap waiver in March 2018, if not sooner.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan/Approved Projects (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS/FEMA Award and program documents**
3. **Work Plan/Approved Projects**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

8-23-17

Signature Date

Dan Swisher, Chief Financial Officer
Washington State Military Department

FOR THE SUBRECIPIENT:

8/22/17

Signature Date

John R. Batiste, Chief

BOILERPLATE APPROVED TO FORM:
Brian Buchholz, Assistant Attorney General Signature on File (9/6/2016)

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Form 09/09/2015

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		MILITARY DEPARTMENT
Name	Rebecca Kirby	Name	Deborah Henderson
Title	Contracts Specialist 2	Title	Program Coordinator
E-Mail	rebecca.kirby@wsp.wa.gov	E-Mail	deborah.henderson@mil.wa.gov
Phone	360-596-4071	Phone	253-512-7470
Name	Arel Solie	Name	Charma Anderson
Title	Homeland Security Section Commander	Title	Section Supervisor
E-Mail	arel.solie@wsp.wa.gov	E-Mail	charma.anderson@mil.wa.gov
Phone	360-704-2962	Phone	253-512-7064
Name		Name	Dalton Gamboa
Title		Title	Program Assistant
E-Mail		E-Mail	dalton.gamboa@mil.wa.gov
Phone		Phone	253-512-7044

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 16HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2016 Homeland Security Grant Program" document, the DHS Award Letter for Grant Number EMW-2016-SS-00005-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 16HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 16HSGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 16HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2016 Homeland Security Grant Program" document, the DHS Award Letter for Grant No. EMW-2016-SS-00005-S01 in Attachment #1, and the federal regulations commonly applicable to DHS/FEMA grants

iii. The Subrecipient shall be responsible to the Department for ensuring that all 16HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment #1 of this Agreement.

2. **REIMBURSEMENT & BUDGET REQUIREMENTS**

a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in the Budget (Exhibit E). If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and federal, state, or local auditors.

f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Exhibit D), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Milestone Timeline.

g. Any request for extension of a due date in the Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.

j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

k. A written amendment will be required if the Subrecipient expects cumulative transfers between project budgets, as identified in the Work Plan (Exhibit C) and Budget (Exhibit E), to exceed 10% of the Grant Agreement Amount. Any adjustments to project totals other than in compliance with this paragraph will not be reimbursed.

l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING REQUIREMENTS

a. The Subrecipient shall submit with each reimbursement request a report indicating the status of Work Plan activities for which reimbursement is sought in the format provided by the Department.

b. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms; which is incorporated by reference and made a part of this Agreement.

c. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of funding for the equipment, including the Federal Award Identification Number (FAIN); Catalog of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in

connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

vii. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency or award, the Subrecipient must comply with the following procedures:

A. Supplies: The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.

B. Equipment: The Subrecipient must dispose of equipment as follows:

1. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency.

2. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.

x. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment and supply categories for 16HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/authorized-equipment-list. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

e. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

f. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 16HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

As a subrecipient of federal funds, the Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. The Subrecipient is required to comply with DHS/FEMA EHP Policy Guidance which can be found at https://www.fema.gov/office-environmental-planning-and-historic-preservation; FP 108-023-1 Environmental Planning and Historic Preservation Policy Guidance at http://www.fema.gov/media-library/assets/documents/85376; and FP 108.24.4 Environmental Planning and Historical Preservation Policy at https://www.fema.gov/media-library/assets/documents/101537, all of which are incorporated in and made a part of this Agreement.

a. The Subrecipient proposing projects that have the potential to impact the environment, including, but not limited to, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and approval received before** any work, for which reimbursement will be later requested, is started. Expenditures for projects started before the EHP review approval is received will not be reimbursed.

6. PROCUREMENT

a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.10.

b. For all sole source contracts expected to exceed $150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department the 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:

   i. review of financial and performance reports

   ii. monitoring and documenting the completion of Agreement deliverables

   iii. documentation of phone calls, meetings, e-mails, and correspondence

   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements

   v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations

   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

9. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. The Subrecipient agrees that in order to receive FFY 2016 federal preparedness funding, to include HSGP, NIMS compliance requirements for 2016 must be met.

B. HSGP SPECIFIC REQUIREMENTS

1. 16HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:

   a. Up to 5% percent of the HSGP award received by the Department may be used for management and administrative purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for management and administration costs under this Agreement is identified in the Budget (Exhibit E), and may be less than, but will not exceed, the maximum 5%.

   b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Exhibit E) and may differ from the combined 25% requirement.

   c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the Department unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Exhibit E) and may differ from the 50% HSGP limit.

2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a **nexus to terrorism** exists. All supported investments are based on capability targets and gaps identified during the assessment process.

3. UASI-funded projects must build and sustain the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from **acts of terrorism**.

4. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

5. The Subrecipient shall use HSGP funds only to perform tasks as described in the Work Plan, as approved by the Department, and in compliance with this Agreement.

6. Subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to develop their own TEP shall submit it to NEP@fema.dhs.gov and emd.training@mil.wa.gov no later than June 1st annually.

   a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.

7. Subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to NEP@fema.dhs.gov and emd.training@mil.wa.gov. Further information regarding the use of HSEEP can be found at https://hseep.preptoolkit.org/.

8. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including, but not limited to, the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

C. DHS FFY16 HSGP TERMS AND CONDITIONS

As a subrecipient of 16HSGP Program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the FFY16 HSGP Award Letter and its incorporated documents for DHS Grant

No. EMW-2016-SS-00005-S01, which are incorporated in and made a part of this Agreement as Attachment #1.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Grant Agreement, terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

c. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend $750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its corrective action plan to the Department at the following address no later than 9 months after the end of the Subrecipient's fiscal year(s):

Contracts Office
Washington Military Department

Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to the address listed above.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be conducted in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The Subrecipient

also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

A.11 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award.

The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

i. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

x. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xi. Notice of Federal awarding agency requirements and regulations pertaining to reporting.

xii. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

xiii. Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

xiv. Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

xv. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation

with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.15 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to

projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.16 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.17 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.18 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.19 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations, and shall maintain a record of this compliance.

A.20 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.21 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.22 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement; provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.24 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-

free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.25 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.26 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices, and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.28 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions

of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES, AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all

administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability. The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

WORK PLAN

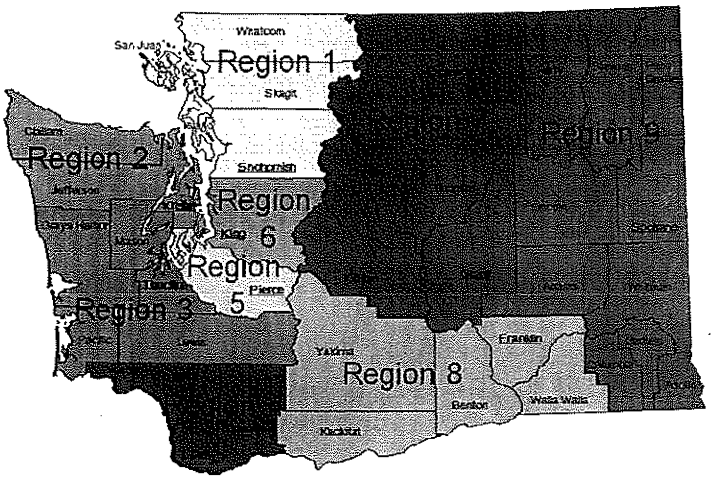
FFY16 Homeland Security Grant (HSGP)
State Homeland Security Program (SHSP)

Washington State Patrol (WSP), Washington State Agency

State Overview

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. Eighty-percent of the state's award is allocated to local and tribal units of government in accordance with Federal guidelines. Washington State is divided into nine Homeland Security Regions. Funding is allocated to Regions according to a county base, population, and population density funding formula. The remaining twenty percent is allocated to state agencies using a sustainment funding model. Each Homeland Security Region and participating State Agency submitted projects that were included in the State's Investment Justification. The projects were further detailed in subprojects, which are the focus of the work plan.

Investment Justification	This work plan supports the 2016 Washington State HSGP (SHSP) Investment Justification, Investment #2 – Washington State Agencies Homeland Security Projects, Project #1—WSP Support of Fusion Center (WA16SHSP>INV-2>PROJ-1).
WA16SHSP INV – 2 PROJ – 1	<u>WSP Support of Fusion Center</u> Focus of this project is on intelligence and information sharing between federal, state, local and private sectors. As the recognized "centerpiece" of our state's ability to efficiently and effectively intake, analyze, and disseminate homeland security/all-crimes information and intelligence, the WSFC must acquire, train, and retain a cadre of highly-skilled intelligence analysts who are equipped with the enabling technology necessary to create and sustain dynamic horizontal (between internal partners, other fusion centers, regional intelligence groups, etc.) and vertical (federal entities, Fusion Liaison Officers, and Corporate Liaison Officers) information sharing relationships. The WSFC has been proactive in creating new partnerships with potential stakeholders to help fill information sharing gaps. The Fusion Liaison Officer Program provides a conduit to law enforcement, non-law enforcement public safety, emergency management, homeland security, and other public and private entities for participating in the fusion process. This program also provides a scalable way for the WSFC to engage with fire, public health, corrections, other public agencies, and private entities through Corporate Liaison Officers. The success of the WSFC and Washington's Statewide Integrated Intelligence System Plan is linked to establishing a robust multi-jurisdictional, multi-discipline information sharing network.

<table>
<tr><td colspan="3">Washington Homeland Security Regions
 
</td></tr>
<tr><td>Threats & Hazards</td><td colspan="2">Primary all-hazard risks include:
• Terrorists and violent extremists
• Violent gangs
• Organized crime
• Cybercrime
• Natural disasters (wildland fire, avalanche, drought, earthquake, flood, mud/landslide, severe storm, tsunami, volcano)
• Man-made hazards (disease and infestation outbreak, dam safety, HazMat, pipelines, epidemic, pandemic, urban fire)</td></tr>
<tr><td>Funding Allocation Methodology</td><td colspan="2">Funding is allocated to state agencies using a sustainment model based on previous funding cycles.</td></tr>
<tr><td rowspan="2">16SHSP Funding Allocation</td><td>WSP</td><td>$529,902</td></tr>
<tr><td>TOTAL:</td><td>$529,902</td></tr>
</table>

Subproject (Core Capability)		
Subproject #1	**Washington State Fusion Center** (Intelligence and Information Sharing)	**$ 482,836**

The **goal** of this subproject is to enable the Washington State Fusion Center (WSFC) to sustain its Critical Operational Capabilities (COCs) of Receiving, Analyzing, Disseminating, and Gathering of information. The **link** to the approved project in the 16SHSP Investment Justification is "Focus[ing]...on intelligence and information sharing between federal, state, local and private sectors." **Gaps** continue to exist across all core capabilities where a nexus to terrorism exists. Also, gaps exist in analytic capabilities as identified during the Fusion Center's annual assessment. The **focus areas** for this funding cycle are to support, and also sustain, the WSFC's Enabling Capabilities (ECs), which includes Privacy, Civil Rights, and Civil Liberties Protections; Sustainment Strategy; Communications; and Safety. The WSFC is able to sustain their COCs and ECs through:

- Seven (7) statewide analysts, the WSFC is able to provide intake, domestic/international terrorism analysis, maritime and border analysis, high impact analysis, and cyber analysis;
- One (1) intelligence management system coordinator to provide system solutions and technology enhancements that merge disparate information management systems together;
- Several Basic and Intermediate iterations of Fusion Liaison Officer training that provides a way for law enforcement agencies to engage with fusion centers, as well as a scalable way for fusion centers to seamlessly engage with non-law enforcement partners, such as fire services, public health, and other public safety-related agencies;
- Further identification and analysis of previously unidentified trends or correlations leading to knowledge based decision making across the state;
- Technology advancements in the fusion center to bring disparate systems together and promote information sharing/security.

Funding will be allocated to the focus areas. The **desired outcome** is to support preparedness by sustaining and bolstering capabilities that relate to the prevention of, protection from, response to, and recovery from various natural hazards or man-made threats.

TIMELINE

FFY16 Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

DATE	TASK
The performance period for 16HSGP is September 1, 2016 – August 31, 2019	
September 1, 2016	Grant Agreement Start Date
September 1, 2016	Estimated date work will begin
NLT January 31, 2017	Submit Reimbursement Request and Progress Report
NLT April 30, 2017	Submit Reimbursement Request and Progress Report
NLT July 31, 2017	Submit Reimbursement Request and Progress Report
NLT October 31, 2017	Submit Reimbursement Request and Progress Report
NLT January 31, 2018	Submit Reimbursement Request and Progress Report
NLT April 30, 2018	Submit Reimbursement Request and Progress Report
NLT July 31, 2018	Submit Reimbursement Request and Progress Report
March 31, 2019	All work ceases; Grant Agreement End Date
May 13, 2019	Submit Final Reimbursement Request and Closeout Reports* **Reports are due before final invoice will be reimbursed*

BUDGET

FFY16 Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

DIRECT COSTS	SOLUTION AREA		AMOUNT	PERSONNEL	LETPA
SUBPROJECT #1 Washington State Fusion Center	Planning	$	14,893	$ 2,500	$ 14,893
	Organization	$	428,902	$ 418,387	$ 428,902
	Equipment	$	14,087		$ 14,087
	Training	$	24,954	$ 4,280	$ 24,954
	Exercise	$	-	$ -	$ -
	Subtotal	$	482,836	$ 425,167	$ 482,836
M&A	Salaries & Benefits	$	20,397	$ 20,397	
	Overtime/Backfill	$	-	$ -	
	Goods & Services	$	-		
	Travel/Per Diem	$	-		
	Subtotal	$	20,397	$ 20,397	
	Total Direct Costs	$	503,233	$ 445,564	$ 482,836
	Indirect 29.9%	$	26,669		
	Total Grant Agreement Amount:	$	**529,902**	$ 445,564	$ 482,836

GRANT AGREEMENT CAPS & THRESHOLDS

The Subrecipient ensures

The Personnel expenditures under this agreement will not exceed the percentage established within this budget. If the percentage is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver is approved by DHS.

Personnel Expenses: $445,564 **84% of Agreement Amount**

The total expenditures meeting the Law Enforcement Terrorism Prevention (LETPA) eligibility will equal or exceed the percentage established within this budget.

LETPA: $482,836 **91% of Agreement Amount**

Cumulative transfers to Solution Areas in excess of 10% of the Grant Agreement Direct Costs amount will not be reimbursed without prior written authorization from the Department

16HSGP Award Documents
EMW-2016-SS-00005-S01

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington State Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2016-SS-00005

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Homeland Security Grant Program has been approved in the amount of $13,272,953.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Homeland Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package Icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

BRIAN KAMOIE

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Washington State Military Department
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2016-SS-00005-S01

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Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list

of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article III - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. sections175 175c

Article VI - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article IX - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article X - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XI - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XIII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVI - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

Article XX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and

the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXIII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 *et seq.)*,which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXIV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXVI - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXVIII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXIX - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXI - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XXXIII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIV - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXVI - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XL - Summary Description of Award

The purpose of the FY 2016 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,493,000.00, Urban Areas Security Initiative (UASI) funding in the amount of $5,430,000.00, and Operation Stonegarden (OPSG) funding in the amount of $1,349,953.00. The following counties and one tribe received Operation Stonegarden funds: Clallam County, $285,463.00; Colville Tribe, $56,940.00; Ferry County, $85,500.00; Island County, $133,188.00; Jefferson County, $60,748.00; Okanogan County, $123,580.00; Pend Oreille County, $64,556.00; San Juan County, $123,580.00; Stevens County, $75,980.00; and Whatcom County, $340,418.00.

Article XLI - Operation Stonegarden Program Hold

The recipients are prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Frag Order has been reviewed, and approved by official notification by DHS/FEMA and Customs and Border Protection/ United States Border Patrol (CBP/USBP). Each Operations Order will be transferred via the secure portal (CBP/USBP) BPETS system from each respective AOR Sector HQ to CBP/USBP HQ in Washington DC for review and pre-approval for Operational continuity, then forwarded to DHS/FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by DHS/FEMA via email to the respective State Administrative Agency (SAA) and CBP/ USBP HQ in Washington DC.

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$13,272,953.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2016-SS-00005-S01	***	916001095G	AWARD	W510972N , W510975N , W510973N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Military Department Building 20 Camp Murray, WA, 98430-5122	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Sierra Wardell	253-512-7121	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
09/01/2016		Cost Reimbursement	**From:** 09/01/2016	**To:** 08/31/2019
			Budget Period 09/01/2016	08/31/2019

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2016-SL-B111-P410- -4101-D	$0.00	$6,493,000.00	$6,493,000.00	See Totals
Homeland Security Grant Program	97.067	2016-SL-B211-P410- -4101-D	$0.00	$5,430,000.00	$5,430,000.00	See Totals
Homeland Security Grant Program	97.067	2016-SL-B112-P410- -4101-D	$0.00	$1,349,953.00	$1,349,953.00	See Totals
TOTALS			**$0.00**	**$13,272,953.0**	**$13,272,953.0**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE
Sierra Wardell, Preparedness Grants Section Program Manager

Mon Aug 22 20:24:38 GMT 2016

18. FEMA SIGNATORY OFFICIAL (Name and Title)
ANDREW MCLARTY ,

DATE
Thu Jul 28 02:43:05 GMT 2016

Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Washington State Patrol** **PO Box 42600** **Olympia, WA 98504-2600**	2. Grant Agreement Amount: **$529,902**	3. Grant Agreement Number: **E17-092 REVISED**
4. Subrecipient Contact, phone/email: **Arel Solie, 360-704-2962** **arel.solie@wsp.wa.gov**	5. Grant Agreement Start Date: **09/01/2016**	6. Grant Agreement End Date: **03/31/2019**
7. Department Contact, phone/email: **Deborah Henderson, 253-512-7470** **deborah.henderson@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **808883854**	9. UBI # (state revenue): **342-008-834**

10. Funding Authority:
Washington State Military Department (the "Department") and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: Code 45	12. Federal Award Date: **08/22/2016**	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: **97.067 – HSGP (16UASI)**
14. Total Federal Award Amount: **$13,272,953**	15. Program Index # & OBJ/SUB-OBJ: **763UA, 763UE, 763UF, 763UG, 763US, 763UT / NZ**	16. TIN: **NA**
17. Service Districts: BY LEGISLATIVE DISTRICTS: **All** BY CONGRESSIONAL DISTRICTS: **All**	18. Service Area by County(ies): **Statewide**	19. Women/Minority-Owned, State Certified? X N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification ☐ Personal Services ☐ Client Services X Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract X Grant X Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐CONTRACTOR X SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:
The purpose of the FFY 2016 Homeland Security Grant Program (16HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 16HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. 16HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Department is the Recipient and Pass-through Entity of the 16HSGP Award, which is incorporated in and attached hereto as Attachment #1, and is making a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's Work Plan (scope), Timeline (schedule) and Budget for the subaward are detailed in Exhibits C, D, and E. As done in past years, Exhibit E, Budget, includes language stating any personnel expenditures that exceed 50% will not be reimbursed unless a personnel cap waiver is approved by Department of Homeland Security. A condition of this grant program is that personnel costs cannot exceed 50% of the total award amount. Consistent with past practice, the Department will continually review and project personnel expenditures by all subrecipients to determine if a personnel cap waiver is needed. The personnel cap is applied to the grant as a whole and the Department does not mandate each subrecipient limit personnel costs to 50%; therefore, if some subrecipients allocate and spend less than 50%, the additional personnel percentage can be used by others. The Department will work closely with all subrecipients to ensure anticipated personnel costs are covered by seeking a personnel cap waiver if needed. Unfortunately, there is no mechanism during the application and awarding process to request a personnel cap waiver. The request must be made at a time when it's most clear what the actual personnel costs will be. The Department anticipates asking for a personnel cap waiver in March 2018, if not sooner.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan/Approved Projects (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS/FEMA Award and program documents**
3. **Work Plan/Approved Projects**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

8-23-17

Signature Date

Dan Swisher, Chief Financial Officer
Washington State Military Department

BOILERPLATE APPROVED TO FORM:
Brian Buchholz, Assistant Attorney General Signature on File (9/6/2016)

FOR THE SUBRECIPIENT:

8/22/17

Signature Date

John R. Batiste, Chief

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Form 09/09/2015

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		MILITARY DEPARTMENT
Name	Rebecca Kirby	Name	Deborah Henderson
Title	Contracts Specialist 2	Title	Program Coordinator
E-Mail	rebecca.kirby@wsp.wa.gov	E-Mail	deborah.henderson@mil.wa.gov
Phone	360-596-4071	Phone	253-512-7470
Name	Arel Solie	Name	Charma Anderson
Title	Homeland Security Section Commander	Title	Section Supervisor
E-Mail	arel.solie@wsp.wa.gov	E-Mail	charma.anderson@mil.wa.gov
Phone	360-704-2962	Phone	253-512-7064
Name		Name	Dalton Gamboa
Title		Title	Program Assistant
E-Mail		E-Mail	dalton.gamboa@mil.wa.gov
Phone		Phone	253-512-7044

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 16HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2016 Homeland Security Grant Program" document, the DHS Award Letter for Grant Number EMW-2016-SS-00005-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 16HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 16HSGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 16HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2016 Homeland Security Grant Program" document, the DHS Award Letter for Grant No. EMW-2016-SS-00005-S01 in Attachment #1, and the federal regulations commonly applicable to DHS/FEMA grants

iii. The Subrecipient shall be responsible to the Department for ensuring that all 16HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment #1 of this Agreement.

2. **REIMBURSEMENT & BUDGET REQUIREMENTS**

a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in the Budget (Exhibit E). If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and federal, state, or local auditors.

f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Exhibit D), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Milestone Timeline.

g. Any request for extension of a due date in the Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.

j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

k. A written amendment will be required if the Subrecipient expects cumulative transfers between project budgets, as identified in the Work Plan (Exhibit C) and Budget (Exhibit E), to exceed 10% of the Grant Agreement Amount. Any adjustments to project totals other than in compliance with this paragraph will not be reimbursed.

l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING REQUIREMENTS

a. The Subrecipient shall submit with each reimbursement request a report indicating the status of Work Plan activities for which reimbursement is sought in the format provided by the Department.

b. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms; which is incorporated by reference and made a part of this Agreement.

c. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of funding for the equipment, including the Federal Award Identification Number (FAIN); Catalog of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in

connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

vii. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency or award, the Subrecipient must comply with the following procedures:

A. Supplies: The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.

B. Equipment: The Subrecipient must dispose of equipment as follows:

1. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency.

2. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.

x. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment and supply categories for 16HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/authorized-equipment-list. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

e. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

f. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 16HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

As a subrecipient of federal funds, the Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. The Subrecipient is required to comply with DHS/FEMA EHP Policy Guidance which can be found at https://www.fema.gov/office-environmental-planning-and-historic-preservation; FP 108-023-1 Environmental Planning and Historic Preservation Policy Guidance at http://www.fema.gov/media-library/assets/documents/85376; and FP 108.24.4 Environmental Planning and Historical Preservation Policy at https://www.fema.gov/media-library/assets/documents/101537, all of which are incorporated in and made a part of this Agreement.

a. The Subrecipient proposing projects that have the potential to impact the environment, including, but not limited to, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and approval received before** any work, for which reimbursement will be later requested, is started. Expenditures for projects started before the EHP review approval is received will not be reimbursed.

6. PROCUREMENT

a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.10.

b. For all sole source contracts expected to exceed $150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department the 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:

   i. review of financial and performance reports

   ii. monitoring and documenting the completion of Agreement deliverables

   iii. documentation of phone calls, meetings, e-mails, and correspondence

   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements

   v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations

   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. **LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**
The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

9. **NIMS COMPLIANCE**

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. The Subrecipient agrees that in order to receive FFY 2016 federal preparedness funding, to include HSGP, NIMS compliance requirements for 2016 must be met.

B. HSGP SPECIFIC REQUIREMENTS

1. 16HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:

   a. Up to 5% percent of the HSGP award received by the Department may be used for management and administrative purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for management and administration costs under this Agreement is identified in the Budget (Exhibit E), and may be less than, but will not exceed, the maximum 5%.

   b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Exhibit E) and may differ from the combined 25% requirement.

   c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the Department unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Exhibit E) and may differ from the 50% HSGP limit.

2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a **nexus to terrorism** exists. All supported investments are based on capability targets and gaps identified during the assessment process.

3. UASI-funded projects must build and sustain the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from **acts of terrorism**.

4. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

5. The Subrecipient shall use HSGP funds only to perform tasks as described in the Work Plan, as approved by the Department, and in compliance with this Agreement.

6. Subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to develop their own TEP shall submit it to hseep@fema.dhs.gov and emd.training@mil.wa.gov no later than June 1st annually.

   a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.

7. Subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to hseep@fema.dhs.gov and emd.training@mil.wa.gov. Further information regarding the use of HSEEP can be found at https://hseep.preptoolkit.org/.

8. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including, but not limited to, the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

C. DHS FFY16 HSGP TERMS AND CONDITIONS

As a subrecipient of 16HSGP Program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the FFY16 HSGP Award Letter and its incorporated documents for DHS Grant

No. EMW-2016-SS-00005-S01, which are incorporated in and made a part of this Agreement as Attachment #1.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Grant Agreement, terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

c. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend $750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its corrective action plan to the Department at the following address no later than 9 months after the end of the Subrecipient's fiscal year(s):

Contracts Office
Washington Military Department

Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to the address listed above.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be conducted in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The Subrecipient

also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

A.11 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award.

The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

i. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

x. Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xi. Notice of Federal awarding agency requirements and regulations pertaining to reporting.

xii. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

xiii. Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

xiv. Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

xv. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation

with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.15 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to

projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.16 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.17 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.18 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.19 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations, and shall maintain a record of this compliance.

A.20 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.21 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.22 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement; provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.24 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-

free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.25 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.26 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices, and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.28 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions

of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES, AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all

administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability. The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

WORK PLAN

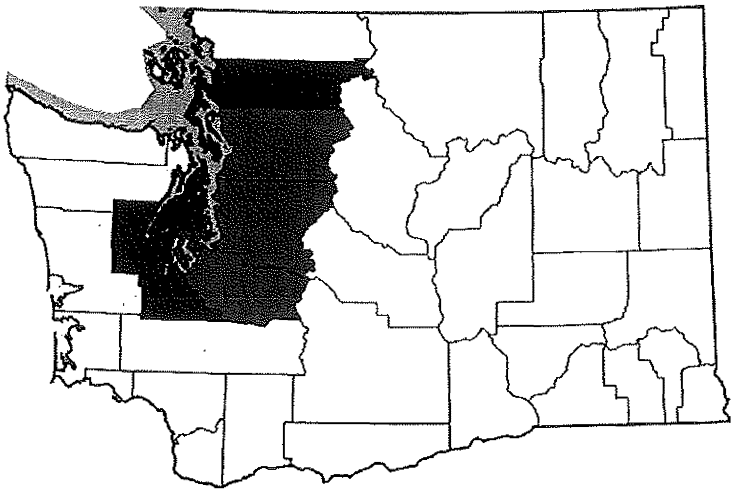
FFY16 Homeland Security Grant (HSGP)
Urban Area Security Initiative (UASI)

Washington State Patrol (WSP), Washington State Agency

State Overview

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. A minimum of 80 percent of the state's award is allocated to local units of government within the designated Urban Area in accordance with Federal guidelines. The remaining amount is allocated to state agencies using a sustainment funding model. The Seattle Urban area is comprised of five member jurisdictions: City of Seattle, City of Bellevue, King County, Pierce County and Snohomish County. The Urban Area Working Group (UAWG) is comprised of voting members from each jurisdiction. The UAWG reports to the Urban Area Core Group (Core Group), which is the governing body for setting priorities and allocating funding. Each funding cycle the Seattle UASI undergoes a process to develop the Investment Justification. The process includes project development, vetting, and voting.

Investment Justification	This work plan supports the 2016 Washington State HSGP (UASI) Investment Justification, Investment #1 – Washington State Fusion Center, Project #1—WSP Support to Fusion Center (WA16UASI>INV-1>PROJ-1).
WA16UASI INV – 1 PROJ – 1	<u>WSP Support to Fusion Center</u> Focus of this project is on intelligence and information sharing between federal, state, local and private sectors. As the recognized "centerpiece" of our state's ability to efficiently and effectively intake, analyze, and disseminate homeland security/all-crimes information and intelligence, the WSFC must acquire, train, and retain a cadre of highly-skilled intelligence analysts who are equipped with the enabling technology necessary to create and sustain dynamic horizontal (between internal partners, other fusion centers, regional intelligence groups, etc.) and vertical (federal entities, Fusion Liaison Officers, and Corporate Liaison Officers) information sharing relationships. The WSFC has been proactive in creating new partnerships with potential stakeholders to help fill information sharing gaps. The Fusion Liaison Officer Program provides a conduit to law enforcement, non-law enforcement public safety, emergency management, homeland security, and other public and private entities for participating in the fusion process. This program also provides a scalable way for the WSFC to engage with fire, public health, corrections, other public agencies, and private entities through Corporate Liaison Officers. The success of the WSFC and Washington's Statewide Integrated Intelligence System Plan is linked to establishing a robust multi-jurisdictional, multi-discipline information sharing network.



The Seattle Urban Area is highlighted in teal. The Puget Sound Region consists of both the navy blue and teal areas.

Membership	The Seattle Urban Area is comprised of three counties and two primary urban cities in the Puget Sound Region in northwest Washington: King County (the core county), Pierce County, Snohomish County, the City of Seattle (the core city), and the City of Bellevue.
Threats & Hazards	Terrorist targets include: • Largest passenger ferry system in the world • Third largest port system in the nation • Airports • Critical Infrastructure and Key Resources o Microsoft, Boeing, Starbucks, Columbia Tower, and the Space Needle Primary all-hazard risks include: • Flooding • Severe storms • Earthquakes • Volcanoes • Tsunamis • Chemical, biological, and radiological incidents • Epidemics • Pandemics
Governance	The Urban Area Core Group (Core Group) is a six-member, senior-level policy-making body that is responsible for final policy and funding decisions. The Core Group includes all five jurisdictions that comprise the Urban Area, as well as the Washington State Emergency Management Division. The Urban Area Working Group (UAWG) is an advisory body to the Core Group. The UAWG is made up of five representatives appointed by the Core Group members from their respective jurisdictions and the chairs of the Seattle Urban Area subcommittees. The UAWG has several subcommittees covering functional and public safety discipline areas including emergency management, public health, and interoperable communications, among others. The subcommittees develop and implement projects, review projects for grant funding, and make recommendations to the UAWG.

Funding Allocation Methodology	Subprojects for the 16UASI grant cycle were developed by taking into account the goals and objectives of the current Seattle UASI Strategic THIRA and SPR. Mass Search and Rescue, Operational Communications and Operational Coordination all assessed as high priority with moderate capability level and equipment gaps for having regional availability, and reaching catastrophic response needs. Equipment needs were also identified under Situational Assessment. This investment supports the equipment needs to enhance those capabilities. Planning is also a high priority/moderately assessed capability. This investment supports the identified gap of standardizing planning across the UASI. While Community Resilience and Environmental Response/Health and Safety are medium priorities, they assess at the moderate to low level. This investment will support the engagement of whole community to increase resilience and provide resources and training to increase first responder safety and capability. State agency funding is allocated using a sustainment model based on previous funding cycles.	
16UASI Funding Allocation	WSP	$ 529,902
	TOTAL	$ 529,902

Subproject (as approved by the UASI Core Group and by Core Capability)		
Subproject #1	**Washington State Fusion Center Seattle UASI Project – WSP Sustainment (Core Capability – Intelligence and Information Sharing)**	**$ 482,522**

The **goal** of this subproject is to enable the Washington State Fusion Center (WSFC) to sustain its Critical Operational Capabilities (COCs) of Receiving, Analyzing, Disseminating, and Gathering of information. The **link** to the approved project in the 16SHSP Investment Justification is "Focus[ing]...on intelligence and information sharing between federal, state, local and private sectors." **Gaps** continue to exist across all core capabilities where a nexus to terrorism exists. Also, gaps exist in analytic capabilities as identified during the Fusion Center's annual assessment. The **focus areas** for this funding cycle are to support, and also sustain, the WSFC's Enabling Capabilities (ECs), which includes Privacy, Civil Rights, and Civil Liberties Protections; Sustainment Strategy; Communications; and Safety. The WSFC is able to sustain their COCs and ECs through:

- Seven (7) statewide analysts, the WSFC is able to provide intake, domestic/international terrorism analysis, maritime and border analysis, high impact analysis, and cyber analysis;
- One (1) intelligence management system coordinator to provide system solutions and technology enhancements that merge disparate information management systems together;
- Several Basic and Intermediate iterations of Fusion Liaison Officer training that provides a way for law enforcement agencies to engage with fusion centers, as well as a scalable way for fusion centers to seamlessly engage with non-law enforcement partners, such as fire services, public health, and other public safety-related agencies;
- Further identification and analysis of previously unidentified trends or correlations leading to knowledge based decision making across the state;
- Technology advancements in the fusion center to bring disparate systems together and promote information sharing/security.

Funding will be allocated to the focus areas. The **desired outcome** is to support preparedness by sustaining and bolstering capabilities that relate to the prevention of, protection from, response to, and recovery from various natural hazards or man-made threats.

TIMELINE

FFY16 Homeland Security Grant Program (HSGP)
Urban Area Security Initiative (UASI)

DATE	TASK
The performance period for 16HSGP is September 1, 2016 – August 31, 2019	
September 1, 2016	Grant Agreement Start Date
September 1, 2016	Estimated date work will begin
NLT January 31, 2017	Submit Reimbursement Request and Progress Report
NLT April 30, 2017	Submit Reimbursement Request and Progress Report
NLT July 31, 2017	Submit Reimbursement Request and Progress Report
NLT October 31, 2017	Submit Reimbursement Request and Progress Report
NLT January 31, 2018	Submit Reimbursement Request and Progress Report
NLT April 30, 2018	Submit Reimbursement Request and Progress Report
NLT July 31, 2018	Submit Reimbursement Request and Progress Report
March 31, 2019	All work ceases; Grant Agreement End Date
October 15, 2018	Submit Final Reimbursement Request and Closeout Reports* **Reports are due before final invoice will be reimbursed*

BUDGET

FFY16 Homeland Security Grant Program (HSGP)
Urban Area Security Initiative (UASI)

DIRECT COSTS	SOLUTION AREA		AMOUNT		PERSONNEL		LETPA
SUBPROJECT #1 Washington State Fusion Center	Planning	$	14,579	$	2,500	$	14,579
	Organization	$	428,902	$	418,387	$	428,902
	Equipment	$	14,087			$	14,087
	Training	$	24,954	$	4,280	$	24,954
	Exercise	$	-	$	-	$	-
	Subtotal	$	482,522	$	425,167	$	482,522
M&A	Salaries & Benefits	$	20,397	$	20,397		
	Overtime/Backfill	$	-	$	-		
	Goods & Services	$	-				
	Travel/Per Diem	$	-				
	Subtotal	$	20,397	$	20,397		
	Total Direct Costs	$	502,919	$	445,564	$	482,522
	Indirect 29.9%	$	26,983				
	Total Grant Agreement Amount:	$	**529,902**	$	**445,564**	$	**482,522**

GRANT AGREEMENT CAPS & THRESHOLDS

The Subrecipient ensures

The Personnel expenditures under this agreement will not exceed the percentage established within this budget. If the percentage is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver is approved by DHS.

Personnel Expenses: $445,564 **84% of Agreement Amount**

The total expenditures meeting the Law Enforcement Terrorism Prevention (LETPA) eligibility will equal or exceed the percentage established within this budget.

LETPA: $482,522 **91% of Agreement Amount**

Cumulative transfers to Subrojects in excess of 10% of the Grant Agreement Direct Costs amount will not be reimbursed without prior written authorization from the Department

16HSGP Award Documents
EMW-2016-SS-00005-S01

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington State Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2016-SS-00005

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Homeland Security Grant Program has been approved in the amount of $13,272,953.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Homeland Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package Icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

BRIAN KAMOIE

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Washington State Military Department
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2016-SS-00005-S01

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Article I - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list

of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article III - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. sections175 175c

Article VI - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article IX - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article X - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XI - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XIII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVI - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XVIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

Article XX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and

the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXIII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 *et seq.)*,which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXIV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXVI - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXVIII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXIX - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXI - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XXXIII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXIV - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXVI - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XL - Summary Description of Award

The purpose of the FY 2016 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,493,000.00, Urban Areas Security Initiative (UASI) funding in the amount of $5,430,000.00, and Operation Stonegarden (OPSG) funding in the amount of $1,349,953.00. The following counties and one tribe received Operation Stonegarden funds: Clallam County, $285,463.00; Colville Tribe, $56,940.00; Ferry County, $85,500.00; Island County, $133,188.00; Jefferson County, $60,748.00; Okanogan County, $123,580.00; Pend Oreille County, $64,556.00; San Juan County, $123,580.00; Stevens County, $75,980.00; and Whatcom County, $340,418.00.

Article XLI - Operation Stonegarden Program Hold

The recipients are prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Frag Order has been reviewed, and approved by official notification by DHS/FEMA and Customs and Border Protection/ United States Border Patrol (CBP/USBP). Each Operations Order will be transferred via the secure portal (CBP/USBP) BPETS system from each respective AOR Sector HQ to CBP/USBP HQ in Washington DC for review and pre-approval for Operational continuity, then forwarded to DHS/FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by DHS/FEMA via email to the respective State Administrative Agency (SAA) and CBP/ USBP HQ in Washington DC.

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$13,272,953.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2016-SS-00005-S01	***	916001095G	AWARD	W510972N , W510975N , W510973N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Military Department Building 20 Camp Murray, WA, 98430 - 5122	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Sierra Wardell	253-512-7121	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2016	PARS	Cost Reimbursement	09/01/2016	08/31/2019
			Budget Period	
			09/01/2016	08/31/2019

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2016-SL-B111-P410- -4101-D	$0.00	$6,493,000.00	$6,493,000.00	See Totals
Homeland Security Grant Program	97.067	2016-SL-B211-P410- -4101-D	$0.00	$5,430,000.00	$5,430,000.00	See Totals
Homeland Security Grant Program	97.067	2016-SL-B112-P410- -4101-D	$0.00	$1,349,953.00	$1,349,953.00	See Totals
TOTALS			**$0.00**	**$13,272,953.0**	**$13,272,953.0**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE
Sierra Wardell, Preparedness Grants Section Program Manager

	Mon Aug 22 20:24:38 GMT 2016
18. FEMA SIGNATORY OFFICIAL (Name and Title) ANDREW MCLARTY ,	DATE Thu Jul 28 02:43:05 GMT 2016

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia, WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

January 18, 2017

Mr. Christian Parker
Special Supervisor Resident Agent
Federal Bureau of Investigation
Spokane Regional Safe Streets Task Force

RE: Memorandum of waiver or exception of OCDETF case: Code 3(f) [redacted]

SSRA Parker:

Washington State Patrol (WSP) requests that WSP Detectives Code 3(c) Jerry W. Walker, Steve White, and Travis Robbins, assigned to the Spokane Washington WSP detective unit and assisting with Operation Golden Gun, be given a waiver/exemption from the full-time OCDETF participation requirement. With their current WSP assignment, our detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2390.

Sincerely,

Lieutenant James R. Mjor, #87
Investigative Assistance Division

JRM:jrm

MAILED
1/20/17
Fed EX

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

January 31, 2017

Lt. James Mjor
Washington State Patrol
210 11th Ave.
Olympia, WA 98504

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2017

Dear Lt. Mjor:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #: Code 3(f)
Dates of the Agreement: 01/01/2017 through 09/30/2017 (Fiscal 2017)
Funding Amount: $ 10,000.00
Sponsoring Federal Agency: FBI

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2017

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $17,753.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2016). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Debbie Wee at 415 558 2516.

Very truly yours,

Melinda L. Haag
United States Attorney

Thomas A. Colthurst
OCDETF Regional Director
Pacific Region

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2017
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 10,000.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

_____ _____

Date Signature of State/Local Official

_____

Print Name/Title

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2017 Agreement
FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: Code 45 DC#: S-32-

Amount Requested: $ 10,000.00

Number of Officers Listed: 4

From: January 1, 2017 (Beginning Date of Agreement)

To: September 30, 2017 (Ending Date of Agreement)

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

Operation Name: [redacted]

Federal Agency Investigations: Number: 245C-SE

State or Local Organization

Narcotics Supervisor: Lt. James R. Mjor

Telephone Number: (360) 704-2390

E-mail Address: james.mjor@wsp.wa.gov

Fax # (if applicable):

State or Local Organization Name and Address:

Washington State Patrol
210 11th Ave SW
Olympia WA 98501

Sponsoring Federal Agency(ies):

FBI-Spokane Regional Safe Streets TF

Sponsoring Federal Agency Group/Squad Supervisor: SSRA Christian Parker

Telephone Number: (214) 797-2904

E-mail Address: christian.parker@ic.fbi.gov

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Alaine Johnson

Telephone Number: (360) 596-4033

E-mail Address: alaine.johnson@wsp.wa.gov

Fax # (if applicable):

APPROVED

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2017.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____ Asst. Chief 1-20-17
Authorized State or Local Official *Title* *Date*

Approved By: _____ 1/24/17
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____ 1/30/17
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____ 1/30/17
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 24(d)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1	Code 3(c)	Detective	Code 25(b) 5/ Code 25(b)
2		Detective	/13
3		Detective	25/
4		Detective	/24
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude 'full-time participation" by a participating local agency. These circumstances include the following:

1. Unforseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted; (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforseen circumstances; *i.e.,* when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be *APPROVED IN ADVANCE* of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

Acknowledged: JASON BERRY ASST. CHIEF 1-20-17

Authorized State or Local Official *Title* *Date*

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: Lt. James R. Mjor, II
   Address: PO Box 42634, Olympia WA 98504-2634

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements ***must*** be attached to every Agreement for each OCDETF investigation.

5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

6. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

7. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 17,753.00** from any Federal source this fiscal year.

Acknowledged: _____ Asst. Chief 1-20-17
Authorized State or Local Official *Title* *Date*

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

Name: Washington State Patrol	
Address: PO BOX 42602	
Olympia WA 98504-2602	
Taxpayer ID Number: Code 45	
Contact Person Name: Alaine Johnson	Telephone Number: (360) 596-4033

FINANCIAL INSTITUTION INFORMATION

Bank Name:
Nine-Digit ABA Routing Transit Number: 123000848
Depositor Account Number: Code 51(c)
Type of Account: (checking/savings) checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2017
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 10,000.00

RECEIVED
FEB 07 2017
BUDGET & FISCAL
WSP

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Thomas A. Colthurst, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

2/7/17

Date

Signature of State/Local Official

ROBERT MAKI, CFO

Print Name/Title

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Washington State Patrol (NCIC CODE #[redacted]) and Immigration and Customs Enforcement (ICE), SAC Seattle for the purpose of the reimbursement of costs incurred by the Washington State Patrol in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC Seattle, with the participation of the Washington State Patrol, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. **Assignment of Officer(s)**

To the maximum extent possible, the Washington State Patrol shall assign dedicated officers to any investigation or joint operation.
Included as part of this Agreement, the Washington State Patrol shall provide the ICE SAC Seattle with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. **Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The Washington State Patrol may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC Seattle, performed by its officer(s) assigned to this joint operation. In addition, the Washington State Patrol may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC Seattle.

   The Washington State Patrol **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check**. To receive reimbursement payments, the Washington State Patrol must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

   CBP National Finance Center
   Attn: Forfeiture Fund
   6026 LAKESIDE BLVD.
   INDIANAPOLIS, IN 46278

   If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Washington State Patrol must submit to ICE SAC Seattle the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Washington State Patrol remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at $15,000 per officer per year.

6. The Washington State Patrol will submit all requests for the reimbursement of joint operations' expenses to ICE SAC Seattle, at the following address: 1000 2nd Avenue, Suite 2300, Seattle, WA 98104, Attn: Allen Wearne, Ph. 206-442-1479.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Washington State Patrol agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE SAC Seattle and the Washington State Patrol, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Bradford A. Bench
Special Agent in Charge
Immigration and Customs Enforcement
Homeland Security Investigations
Seattle, WA

Date: 3/23/17

ASSISTANT CHIEF
MARC LAMOREAUX

John R. Batiste
Chief
Washington State Patrol

Date: 3/14/17

The Department of the Treasury
LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCY
REQUEST FOR REIMBURSEMENT OF JOINT OPERATIONS EXPENSES

TO: ___ ATF ___ IRS _X_ ICE ___ USSS

TFF TRACKING NUMBER
REIM

NAME OF AGENCY: Washington State Patrol

OCDETF CASE: ___ YES _X_ NO

ADDRESS: 210 11th Ave SW

OCDETF CASE #:

Olympia WA 98504

TAX IDENTIFICATION #: Code 45

Renuka.Sivakumar@wsp.wa.gov

CONTACT PERSON: Renuka Sivakumar

TELEPHONE #: 360-596-4054

DATES FOR WHICH THIS REIMBURSEMENT IS REQUESTE FROM: _____ TO: _____

OVERTIME EXPENSES

NAMES OF OFFICERS	TITLE(s)	SS No	# OF HRS	COST PER HR	CASE #	TOTAL $
				TOTAL OVERTIME AMOUNT REQUESTED:		$

TOTAL NUMBER OF REGULAR HOURS WORKED DURING THIS BILLING PERIOD ON CASES FOR WHICH OVERTIME WAS REQUESTED BY THE OFFICERS LISTED ABOVE: _____ HOURS

TOTAL AMOUNT REIMBURSEMENT REQUESTED:	$

ALL REQUESTS FOR REIMBURSEMENT OF EXPENSES MUST HAVE ATTACHED SUPPORTING DOCUMENTATION 'CERTIFIED AS TRUE' BY A PRINCIPAL OFFICER OF THE AGENCY. THE SUPPORTING DOCUMENTATION SHALL CONSIST OF ORIGINAL OR COPIES OF ORIGINAL INVOICES, STATEMENTS, BILLS, OR PAY RECORDS WITH INFORMATION STATING THE IMMIGRATION AND CUSTOMS ENFORCEMENT CASE NUMBER, THE OFFICERS NAME, SSN, TITLE, DATES AND TIMES THE OFFICER WAS/WERE ENGAGED IN OVERTIME ACTIVITY.

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE OR AS ATTACHED HERETO IS ACCURATE AND REPRESENTS ACTUAL COSTS INCURRED BY THIS AGENCY FOR PROVIDING RESOURCES TO THE DEPARTMENT OF HOMELAND SECURITY LAW ENFORCEMENT AGENCY.

NAME TITLE/HEAD OF AGENCY SIGNATURE DATE

CERTIFIED BY: _____

Bradford A. Bench, Special Agent In Charge, ICE, Seattle, Washington

TFF REVIEW: _____ DATE: _____

NOTE: OCDETF CASES - A copy of this document shall be sent to the Agency Core City Coordinator

U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives
99 New York Avenue, NE
Washington, DC 20226

Revised 4-11-17

INTER–GOVERNMENTAL AGREEMENT NUMBER # 17-806-P/AMV# 17AHDQ00457
BETWEEN
THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
AND
WASHINGTON STATE PATROL

1. PURPOSE:

This Inter–Governmental Agreement (IGA) sets forth the terms and conditions for costs associated with the use of State Terminal Law Enforcement Databases and Video Capture Service connections in Code 30(f) WA and Code 30(f) WA between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Washington State Patrol.

2. AUTHORITY:

a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. *See* 28 U.S.C. § 599A(b).

b. The Consolidated Appropriations Act of 2017 provides funding for the necessary expenses of ATF.

c. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. *See* 28 U.S.C. § 530C(a).

d. Federal agencies may enter contracts for severable services that begin in one fiscal year and end in the next fiscal year if the contract period does not exceed one year. 41 U.S.C. § 3902.

3. DESCRIPTION OF SERVICES:

ATF supports and maintains a communication/connectivity system with the Washington State Patrol to provide law enforcement sensitive information used in support of ATF's investigations. ATF's communications/connectivity systems are installed and housed in ATF's field offices located in Code 30(f) WA and Code 30(f) WA.

4. PERIOD OF PERFORMANCE:

This Agreement shall become effective January 1, 2017 and remain in effect until December 31, 2017.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to the Washington State Patrol in an amount not to exceed $6,000.

6. BILLING PROCEDURES:

Washington State Patrol will invoice ATF on a yearly basis. A copy of the invoice may be submitted electronically to Lynda.Gathercole @atf.gov. The invoice shall clearly identify the IGA agreement number (**17-806-P/AMV 17AHDQ00457**) and billing period.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

7. MODIFICATION:

This IGA may be modified at any time upon written agreement of both parties.

8. TERMINATION:

This agreement may be terminated by either party upon a 60 day written notice to the other party.

9. **ACCEPTANCE:**

_____ Date: 4/10/17
SPECIAL AGENT IN CHARGE, SEATTLE FIELD DIVISION
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

_____ Date: 4/26/17
WASHINGTON STATE PATROL

_____ Date: _____
KENNETH M. HOUSER
ACTING BUREAU CHIEF PROCUREMENT OFFICER
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

WSP Contract No. **K12774-1**

www.atf.gov

INTER-GOVERNMENTAL AGREEMENT NUMBER # 18-806-P/AMV# 18AHDQ00566
BETWEEN
THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
AND
WASHINGTON STATE PATROL

1. PURPOSE:

This Inter-Governmental Agreement (IGA) sets forth the terms and conditions for costs associated with the use of State Terminal Law Enforcement Databases and Video Capture Service connections in Code 30(f) WA and Code 30(f) WA between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Washington State Patrol.

2. AUTHORITY:

a. ATF is responsible for investigating criminal and regulatory violations of the Federal firearms, explosives, arson, alcohol, and tobacco smuggling laws. *See* 28 U.S.C. § 599A(b).

b. The activities of ATF may be carried out through any means including through contracts, grants, or cooperative agreements with non-Federal parties. *See* 28 U.S.C. § 530C(a).

3. DESCRIPTION OF SERVICES:

ATF supports and maintains a communication/connectivity system with the Washington State Patrol to provide law enforcement sensitive information used in support of ATF's investigations. ATF's communications/connectivity systems are installed and housed in ATF's field offices located in Code 30(f) WA and Code 30(f) WA.

4. PERIOD OF PERFORMANCE:

This Agreement shall become effective January 1, 2018 and remain in effect until December 31, 2018.

5. PAYMENT:

Under the terms and conditions of this agreement, ATF shall make payment to the Washington State Patrol in an amount not to exceed $4,800.

6. **BILLING PROCEDURES:**

Washington State Patrol will invoice ATF on a yearly basis. A copy of the invoice may be submitted electronically to Lynda.Gathercole@atf.gov. The invoice shall clearly identify the IGA agreement number **(18-806-P/AMV 18AHDQ00566)** and billing period.

The Prompt Payment Act, 31 U.S.C. 3902, shall apply.

7. **MODIFICATION:**

This IGA may be modified at any time upon written agreement of both parties.

8. **TERMINATION:**

This agreement may be terminated by either party upon a 60 day written notice to the other party.

9. **ACCEPTANCE:**

DGPL JS Date: 3/29/18

SPECIAL AGENT IN CHARGE, SEATTLE FIELD DIVISION
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

Date: 4/2/18

WASHINGTON STATE PATROL
Simon Tee, Grants & Contracts Manager

Craig C. Drew Date: 3/29/2018

CRAIG C. DREW
BUREAU CHIEF PROCUREMENT OFFICER
BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov Springfield, Virginia 22152

Agreement Number 2017-125

This Letter of Agreement (LOA) is entered into between the ***WASHINGTON STATE PATROL,*** hereinafter referred to as ***(THE AGENCY),*** and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of Washington***. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the ***State of Washington***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:

   a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
   b. Investigate and report instances involving the trafficking in controlled substances.
   c. Provide law enforcement personnel for the eradication of illicit cannabis located within the ***State of Washington***.
   d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
   e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
   f. **MANDATORY requirement for *THE AGENCY* to utilize *the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.***
   g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

DEA will pay to ***THE AGENCY*** Federal funds in the amount of **TWO HUNDRED THOUSAND DOLLARS ($200,000.00)** for the period of October 1, 2016 to September 30, 2017, to defray costs relating to the eradication and suppression of illicit cannabis.

3. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally funding and expenditures are not permitted for the eradication of "Ditch Weed". ***THE AGENCY*** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY's*** presence on Federal land.

4. The Federal funds provided to ***THE AGENCY*** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the**

normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participatiing in the Fund;". ***[Agency Initials _____]***

All purchases of equipment, supplies and other resources must be requested in writing, ***through*** the respective DEA Division, ***to the Investigative Support Section (OMS)***. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. ***[Agency Initials _____]*** Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **are not automatically approved for purchase.** ***[Agency Initials _____]*** All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with ***THE AGENCY*** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, ***THE AGENCY*** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless ***THE AGENCY***:

(a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

(b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of $500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, ***THE AGENCY*** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. ***THE AGENCY*** agrees that any unused supplies not exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit) for the use of ***THE AGENCY***'s personnel engaged in illicit cannabis eradication under this Agreement, ***THE AGENCY*** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to

the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to ***THE AGENCY*** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by ***THE AGENCY*** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to ***THE AGENCY*** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to ***THE AGENCY*** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and July thru September (FINAL) Accounting Form.

9. It is understood and agreed by ***THE AGENCY*** that, in return for DEA's payment to ***THE AGENCY*** for Federal funds, ***THE AGENCY*** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements With State and Local Governments), **OMB Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 CFR 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 CFR 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse **erd.fac@census.gov** with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of ***THE AGENCY*** under the single audit requirement is ***FY-17*** **(10/01/2016** through **09/30/2017).**

10. ***THE AGENCY*** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. ***THE AGENCY*** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis. ***THE AGENCY*** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax

or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis.

11. ***THE AGENCY*** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. ***THE AGENCY*** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. ***THE AGENCY*** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, ***THE AGENCY*** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. ***THE AGENCY*** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). ***THE AGENCY*** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of ***THE AGENCY*** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between ***THE AGENCY*** and DEA.

15. ***THE AGENCY*** shall be responsible for the acts or omissions of ***THE AGENCY's*** personnel. ***THE AGENCY*** and ***THE AGENCY's*** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of Washington** resulting from the DCE/SP funded by DEA.

16. ***THE AGENCY*** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within ten (10) days after termination of the Agreement, ***THE AGENCY*** will prepare an July thru September (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The July thru September (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by October 14th.

18. Upon submission of the July thru September (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of $2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 2, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by ***THE AGENCY*** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by ***THE AGENCY*** during the terms of this Agreement. In no event shall ***THE AGENCY*** incur any new obligations during the period of notice of termination. ***THE AGENCY*** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. ***THE AGENCY*** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, *THE AGENCY*** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (http://fedgov.dnb.com/webform) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, *THE AGENCY*** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is 808883854.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires thirty days from date of issuance. Agreement issued on 02/01/2017.

THE WASHINGTON STATE PATROL

Printed Name & Signature: MARC LANGREAUX (Blue Ink Only)

Title: ASSISTANT CHIEF Date: 3/14/17

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: Keith Weis, SAC (Blue Ink Only)

Special Agent in Charge - Seattle Field Division Date: 3-27-2017

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2017/S1R/OM/8410000/DOM-G2/01IB/DCE/OPS: 25205-DCESP-DCE-8410000

UFMS Input Date: 03/28/2017 **DNC** No. D-17-SE-0050

DNO No. D-17-SE-0335 **DDP** No. D-17-DSE-042658

Printed Name: Charles D. Ellis Signature: Charles D. Ellis

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-004

PAGE ____ OF ____ PAGES

1. TYPE OF PAYMENT REQUESTED
   a. ✓ one or both boxes: [x] ADVANCE [ ] REIMBURSEMENT
   b. ✓ the applicable box: [ ] FINAL [ ] PARTIAL

2. BASIS OF REQUEST: [x] CASH [ ] ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED
DRUG ENFORCEMENT ADMINISTRATION

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
2017-125

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER
91-6001127

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST
FROM (MM-DD-YYYY): 10/01/2016
TO (MM-DD-YYY): 09/30/2017

9. RECIPIENT ORGANIZATION
Name: Washington State Patrol
Number and Street: 210 11th Avenue, SW, 4th Floor, Suite 402, Post Office Box 42634
City, State and ZIP Code: Olympia, WA 98504-2634

10. PAYEE *(Where check is to be sent if different than Item 9)*
Name:
Number and Street:
City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ➤		(a) Original Letter of Agreement	(b)	(c)	TOTAL
a. Total program outlays to date *(As of date)*		$ 200,000.00			$ 200,000.00
b. Less: Cumulative program income					0.00
c. Net program outlays *(Line a minus line b)*		$ 200,000.00	0.00	0.00	$ 200,000.00
d. Estimated net cash outlays for advance period					0.00
e. Total *(Sum of lines c & d)*		$ 200,000.00	0.00	0.00	$ 200,000.00
f. Non-Federal share of amount on line e					0.00
g. Federal share of amount on line e		$ 200,000.00			$ 200,000.00
h. Federal payments previously requested					0.00
i. Federal share now requested *(Line g minus line h)*		$ 200,000.00			$ 200,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month		0.00		
	2nd month				0.00
	3rd month				0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested *(Line a minus line b)*	$ 0.00

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)
Prescribed by OMB Circulars A-102 and A-110

LOA Number: 2017-125

13. **CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL Assistant Chief M.W. Lawrence TYPED OR PRINTED NAME AND TITLE Jason G. Berry, Assistant Chief	DATE REQUEST SUBMITTED 3/14/17 TELEPHONE (AREA CODE, NUMBER AND EXTENSION) 360-596-4109

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rnmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

3/14/17
Date

Agency Name & LOA Number: Washington State Patrol/2017-125

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
Post Office Box 42602
Olympia, WA 98504-2602

SWV# 0014145-00

2. Application Number and/or Project Name

DCE/SP 2017-125

3. Grantee IRS/Vendor Number

916001127

4. Typed Name and Title of Authorized Representative

Jason G. Berry, Assistant Chief

3/14/17

5. Signature

ASSISTANT CHIEF
MARC LAMOREAUX

6. Date

(BLUE INK ONLY)

U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section
DEA Headquarters

www.dea.gov

January 23, 2017

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	Washington State Treasurer/State Patrol
Account Number:	Code 51(c)
Name of Bank/Financial Institution:	US Bank
Address of Bank/Financial Institution:	Olympia, WA
Telephone Number of Bank/Financial Institution:	Evangeline Abanes
Contact Person of Bank/Financial Institution:	1-800-346-2249
Bank/Financial Institution ABA Number:	123000848
State-Local Agency Name / LOA Number:	Washington State Patrol/2017-125

Robert Maki, Chief Financial Officer
Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

3/14/2017
Date

Investigative Support Section
DEA Headquarters

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
12/20/2016	
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
DJF-17-0100-P-0001977	DJF-17-0100-PR-0002734

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE
SEE SCHEDULE
b. STREET ADDRESS
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
WASHINGTON STATE PATROL
b. COMPANY NAME
DUNS: 808883854
c. STREET ADDRESS
BUDGET AND FISCAL SERVICES
PO BOX 42602
d. CITY: OLYMPIA | e. STATE: WA | f. ZIP CODE: 98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR: _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2017-SED1-0100-0161-SG-F9-0100_0007-23334-2017

10. REQUISITIONING OFFICE
PLANNING AND CONTROL UNIT
ATTN: KATRINA ROOP
1000 CUSTER HOLLOW ROAD
MODULE D-2
CLARKSBURG, WV 26306-0001
SHAW, MICHAEL T
MTSHAW@fbinet.fbi

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			NET 30

17. SCHEDULE ***(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE ($)	AMOUNT ($)	QUANTITY ACCEPTED (g)
0001	Connectivity to the ACCESS database via Washington State Patrol See Continuation Sheet(s)	1.000000	EA	$4,665.0000	$4,665.00	

	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		
SEE BILLING INSTRUCTIONS ON REVERSE	21. MAIL INVOICE TO: a. NAME: SUBMIT ALL INVOICES VIA EMAIL TO CENTRAL_INVOICES@IC.FBI.GOV			$4,665.00	17(h) TOT. *(Cont. pages)*
	b. STREET ADDRESS *(or P.O. Box)*			$4,665.00	17(i) GRAND TOTAL
	c. CITY	d. STATE	e. ZIP CODE		

22. UNITED STATES OF AMERICA BY *(Signature)*
23. NAME *(Typed)*: Lisa M. Mugnano
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2016 - 09/30/2017 Base Period **Delivery Schedule:** Quantity: 1.000000 FOB: Delivery Address: PLANNING AND CONTROL UNIT ATTN: KATRINA ROOP 1000 CUSTER HOLLOW ROAD MODULE D-2 CLARKSBURG, WV 26306-0001				
				Base Total:	$4,665.00
				Exercised Options Total:	$0.00
				Unexercised Options Total:	$0.00
				Base and Options Total:	$4,665.00

FUNDING DETAILS:

0001	1	$4,665.00	2017 - SED1 - 0100 - 0161 - SG - - 0100_0007 - 23334 - - - - - -
		TOTAL: $4,665.00	

Section 3 - Contract Clauses

Clauses By Reference

[redacted]

Clause	Title
52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)
52.204-2	Security Requirements (Aug 1996)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (May 2014)
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (Nov 2016)
52.214-29	Order of Precedence - Sealed Bidding (Jan 1986)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.228-4	Workers" Compensation and War-Hazard Insurance Overseas (Apr 1984)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-17	Interest (May 2014)
52.232-23	Assignment of Claims (May 2014)
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I (Apr 1984)
52.232-24	Prohibition of Assignment of Claims (May 2014)
52.232-30	Installment Payments for Commercial Items (Oct 1995)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)
52.242-13	Bankruptcy (July 1995)
52.246-23	Limitation of Liability (Feb 1997)
52.247-68	Report of Shipment (RESHIP) (Feb 2006)

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS
Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, " Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
•High Risk - Background Investigation (5 year scope)
•Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
•Low Risk - National Agency Check with Inquiries (NACI) investigation
d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;3
4) Waiver request memorandum, including both the Office of Personnel
Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).
e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:
It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:
a.Favorable review of the security questionnaire form;
b.Favorable fingerprint results;
c.Favorable credit report, if required;5 and
d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of is-

suance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
(End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.
For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).

(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandamic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
• Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
• Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
Establish communication processes to notify employees of activation of this plan.
• Integrate pandemic health crisis response expectations into telework agreements.
With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
• Determine how all employees who may telework will communicate with one another and with management to accomplish work.
Practice telework regularly to ensure effectiveness.
• Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
• Identify how time and attendance will be maintained.
It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.
(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.
The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors
The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the con-

tractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.
(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.
(End of Clause)

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of _____ and shall not be binding until so approved.

(End of clause)

52.222-50 Alt I Combating Trafficking in Persons (Mar 2015) - Alternate I (Mar 2015)

(a) *Definitions*. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:

[*Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.*]

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking- related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at *http://www.state.gov/j/tip/*.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at *help@befree.org*.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no

financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment.* The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment.* A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause.* In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-32 Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or perform-

ance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the __ day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.,* the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is re-

ported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss*. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights*. (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

_____
_____
_____

(End of clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any _____. (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 10/16/2017	2. CONTRACT NO. *(If any)*
3. ORDER NO.: 15F067180100P0000067	4. REQUISITION/REFERENCE NO.: DJF-17-0100-PR-0011595

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: SEE SCHEDULE
b. STREET ADDRESS:
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: WASHINGTON STATE PATROL
b. COMPANY NAME: DUNS: 808883854
c. STREET ADDRESS: BUDGET AND FISCAL SERVICES, PO BOX 42602
d. CITY: OLYMPIA | e. STATE: WA | f. ZIP CODE: 98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR: _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY – Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

10. REQUISITIONING OFFICE
PLANNING AND CONTROL UNIT
ATTN: KATRINA ROOP
1000 CUSTER HOLLOW ROAD
MODULE D-2
CLARKSBURG, WV 26306-0001
ROBINSON, REBECCA A
rarobinson@fbinet.fbi

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2018-SED1-0100-0161-SG-F9-0100_0007-23334-2018

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		10/17/2017	NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 10/17/2017 Connectivity to the ACCESS database via Washington State Patrol See Continuation Sheet(s)	1.000000	EA	$4,665.0000	$4,665.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$4,665.00	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME: SUBMIT ALL INVOICES VIA EMAIL TO CENTRAL_INVOICES@IC.FBI.GOV
b. STREET ADDRESS *(or P.O. Box)*
c. CITY | d. STATE | e. ZIP CODE

$4,665.00 — 17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*

23. NAME *(Typed)*: Lori L. Newcome
TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2017 - 09/30/2018 Base Period **Delivery Schedule:** Quantity: 1.000000 FOB: Delivery Address: PLANNING AND CONTROL UNIT ATTN: KATRINA ROOP 1000 CUSTER HOLLOW ROAD MODULE D-2 CLARKSBURG, WV 26306-0001				
				Base Total:	$4,665.00
				Exercised Options Total:	$0.00
				Unexercised Options Total:	$0.00
				Base and Options Total:	$4,665.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	$4,665.00	2018 - SED1 - 0100 - 0161 - SG - - 0100_0007 - 23334 - - - - - -
		TOTAL: $4,665.00	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	
15F067180100P0000067	

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
P0001	01/05/2018	See Lines	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
PROCUREMENT SECTION ROOM 6823 935 PENNSYLVANIA AVE, NW WASHINGTON, DC 20535-0001	LWH		

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, country, state and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
WASHINGTON STATE PATROL BUDGET AND FISCAL SERVICES PO BOX 42602 OLYMPIA, WA 98504-2602 DUNS: 808883854		9B. DATED *(SEE ITEM 11)*
	X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 15F067180100P0000067
		10B. DATED *(SEE ITEM 13)* 10/17/2017

CODE 916001127 FACILITY CODE 808883854

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

FBI-2018-SED1-0100-0161-SG-F9-0100_0007-23334-2018

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

ADD ADDITONAL FUNDING

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Lori L. Newcome	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 1/17/18	16B. UNITED STATES OF AMERICA By *(Signature of Contracting Officer)*	16C. DATE SIGNED 01/05/2018

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Connectivity to the ACCESS database via Washington State Patrol **Line Period of Performance:** 10/01/2017 - 09/30/2018 Base Period **Delivery Schedule:** Quantity: 1.000000 FOB: Delivery Address: PLANNING AND CONTROL UNIT ATTN: KATRINA ROOP 1000 CUSTER HOLLOW ROAD MODULE D-2 CLARKSBURG, WV 26306-0001	Previous : 1.000000 Change: 0.000000 Current : 1.000000	EA	Previous: $4,665.0000 Change: $0.0000 Current: $4,665.0000	Previous:$4,665.00 Change: $0.00 Current: $4,665.00
0002	THIS IS AMENDING PO# 15F067180100P0000067 Washington State Patrol for LEIF **Line Period of Performance:** 10/01/2017 - 09/30/2018 Base Period **Delivery Schedule:** 12/19/2017 Quantity: 1.000000 FOB: Delivery Address: PLANNING AND CONTROL UNIT ATTN: KATRINA ROOP 1000 CUSTER HOLLOW ROAD MODULE D-2 CLARKSBURG, WV 26306-0001	Previous : Change: 1.000000 Current : 1.000000	EA	Previous: $0.0000 Change: $135.0000 Current: $135.0000	Previous:$0.00 Change: $135.00 Current: $135.00
				Base Total:	Original: $4,665.00 Change: $135.00 Current: $4,800.00
				Exercised Options Total:	Previous: $0.00 Change: $0.00 Current: $0.00
				Unexercised Options Total:	Previous: $0.00 Change: $0.00 Current: $0.00
				Base and Options Total:	Previous: $4,665.00 Change: $135.00 Current: $4,800.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	Previous : $4,665.00 Change: $0.00 Current : $4,665.00	FBI-2018-SED1-0100-0161-SG-F9-0100_0007-23334-2018
0002	1	Previous : $0.00 Change: $135.00	FBI-2018-SED1-0100-0161-SG-F9-0100_0007-23334-2018

		Current : $135.00	
		PREVIOUS: $4,665.00 CHANGE: $135.00 CURRENT: $4,800.00	

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	
52.204-2	Security Requirements (Aug 1996)	
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (May 2014)	
52.213-4	Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (Jan 2017)	
52.214-29	Order of Precedence - Sealed Bidding (Jan 1986)	
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
52.222-50	Combating Trafficking in Persons (Mar 2015)	
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)	
52.224-3	Privacy Training (Jan 2017)	
52.224-3 Alt I	Privacy Training (Jan 2017) - Alternate I (Jan 2017)	
52.228-4	Workers" Compensation and War-Hazard Insurance Overseas (Apr 1984)	
52.230-6	Administration of Cost Accounting Standards (June 2010)	
52.232-17	Interest (May 2014)	
52.232-23	Assignment of Claims (May 2014)	
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I (Apr 1984)	
52.232-24	Prohibition of Assignment of Claims (May 2014)	
52.232-30	Installment Payments for Commercial Items (Oct 1995)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	

Clause	Title	Fill-ins (if applicable)
	(Dec 2013)	
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)	
52.242-13	Bankruptcy (July 1995)	
52.246-23	Limitation of Liability (Feb 1997)	
52.247-68	Report of Shipment (RESHIP) (Feb 2006)	

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS
Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, " Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
•High Risk - Background Investigation (5 year scope)
•Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
•Low Risk - National Agency Check with Inquiries (NACI) investigation
d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;3
4) Waiver request memorandum, including both the Office of Personnel
Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion

of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).
e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:
It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:
a.Favorable review of the security questionnaire form;
b.Favorable fingerprint results;
c.Favorable credit report, if required;5 and
d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
(End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.
For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).
(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandamic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
• Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
• Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
Establish communication processes to notify employees of activation of this plan.
• Integrate pandemic health crisis response expectations into telework agreements.
With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
• Determine how all employees who may telework will communicate with one another and with management to accomplish work.
Practice telework regularly to ensure effectiveness.
• Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.

• Identify how time and attendance will be maintained.
It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.
(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.
The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors
The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.
(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.
(End of Clause)

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of _____ and shall not be binding until so approved.

(End of clause)

52.222-50 Alt I Combating Trafficking in Persons (Mar 2015) - Alternate I (Mar 2015)

(a) *Definitions*. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work,

the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:

[*Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.*]

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause

(see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking- related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at *http://www.state.gov/j/tip/.*

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at *help@befree.org.*

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) *Contractor entitlement to financing payments*. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause*. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.

(c) *Security for Government financing*. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment*. The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments*. Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment*. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause*. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-32 Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the __ day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.,* the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

_____

_____

_____

(End of clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any _____. (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

WSP Contract No. K12792-4

U.S. Department of Justice
Federal Bureau of Investigation

Clarksburg, WV 26306

Contract #: 15F06719P0000185

November 7, 2018

Vendor Name: Washington State Patrol

Attention: Kateri Candee

Please acknowledge acceptance of the terms and conditions of the above referenced order by filling out the below and returning to the address below within 10 days.

I, **Simon Tee**, **Grants & Contracts Manager**, being a duly authorized representative of **Washington State Patrol**, do hereby accept the terms and conditions of the above referenced order.

Signature

11/8/18
Date

*****IMPORTANT*****

Federal Acquisition Regulation 52.232-33 requires that all contractors maintain payment information in the Central Contractor Registration database found at www.sam.gov. This order was awarded using DUNS number 968682224. This registration is currently active as of the date of the order. The registration expires on 03/12/2019. Invoices submitted with an inactive and/or expired registration cannot be processed for payment.

Please return copy to:

FBI CJIS Division
Attn: Daniel R. Miller
Module E-2
1000 Custer Hollow Road
Clarksburg, WV 26306
Fax 304-625-2896

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER: 11/07/2018	2. CONTRACT NO. *(If any)*
3. ORDER NO.: 15F06719P0000185	4. REQUISITION/REFERENCE NO.: DJF-18-0100-PR-0011666

5. ISSUING OFFICE *(Address correspondence to)*
FEDERAL BUREAU OF INVESTIGATION
NAPU - NATIONAL ACQUISITION PROGRAMS UNIT
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: SEE SCHEDULE
b. STREET ADDRESS
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: WASHINGTON STATE PATROL
b. COMPANY NAME: DUNS: 808883854
c. STREET ADDRESS: BUDGET AND FISCAL SERVICES, PO BOX 42602
d. CITY: OLYMPIA | e. STATE: WA | f. ZIP CODE: 98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE — REFERENCE YOUR:_____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2019-SED1-0100-0161-SG-F9-0100_0007-23334-2019

10. REQUISITIONING OFFICE
PLANNING AND CONTROL UNIT
ATTN: MELISSA WEAVER
1000 CUSTER HOLLOW ROAD
MODULE D-2
CLARKSBURG, WV 26306-0001
BUTCHER, CHARLENE S
csbutcher@fbinet.fbi

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		10/01/2018	NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 10/01/2018 Connectivity to the ACCESS database via Washington State Patrol See Continuation Sheet(s)	1.000000	EA	$4,800.0000	$4,800.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$4,800.00 — 17(h) TOT. *(Cont. pages)*
	21. MAIL INVOICE TO: a. NAME: SUBMIT ALL INVOICES VIA EMAIL TO CENTRAL_INVOICES@FBI.GOV b. STREET ADDRESS *(or P.O. Box)* c. CITY / d. STATE / e. ZIP CODE			$4,800.00 — 17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*

23. NAME *(Typed)*: Daniel R. Miller
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2018 - 09/30/2019 Base Period **Delivery Schedule:** 10/01/2018 Quantity: 1.000000 FOB: Delivery Address: PLANNING AND CONTROL UNIT ATTN: MELISSA WEAVER 1000 CUSTER HOLLOW ROAD MODULE D-2 CLARKSBURG, WV 26306-0001				
				Base Total:	$4,800.00
				Exercised Options Total:	$0.00
				Unexercised Options Total:	$0.00
				Base and Options Total:	$4,800.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
0001	1	$4,800.00	FBI-2019-SED1-0100-0161-SG-F9-0100_0007-23334-2019
		TOTAL: $4,800.00	

Section 3 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov

Clause	Title	Fill-ins (if applicable)
52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-2	Security Requirements (Aug 1996)	
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (May 2014)	
52.214-29	Order of Precedence - Sealed Bidding (Jan 1986)	
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
52.222-26	Equal Opportunity (Sept 2016)	
52.222-29	Notification of Visa Denial (Apr 2015)	
52.222-50	Combating Trafficking in Persons (Mar 2015)	
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)	
52.224-3	Privacy Training (Jan 2017)	
52.224-3 Alt I	Privacy Training (Jan 2017) - Alternate I (Jan 2017)	
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)	
52.228-4	Workers" Compensation and War-Hazard Insurance Overseas (Apr 1984)	
52.230-6	Administration of Cost Accounting Standards (June 2010)	
52.232-17	Interest (May 2014)	
52.232-25	Prompt Payment (Jan 2017)	
52.232-30	Installment Payments for Commercial Items (Jan 2017)	

Clause	Title	Fill-ins (if applicable)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
52.233-1	Disputes (May 2014)	
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)	
52.233-3	Protest after Award (Aug 1996)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
52.242-13	Bankruptcy (July 1995)	
52.244-6	Subcontracts for Commercial Items (Nov 2017)	
52.246-23	Limitation of Liability (Feb 1997)	
52.247-68	Report of Shipment (RESHIP) (Feb 2006)	
52.253-1	Computer Generated Forms (Jan 1991)	

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS
Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, " Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);

b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
•High Risk - Background Investigation (5 year scope)
•Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
•Low Risk - National Agency Check with Inquiries (NACI) investigation
d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;3
4) Waiver request memorandum, including both the Office of Personnel
Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).
e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:
It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:
a.Favorable review of the security questionnaire form;
b.Favorable fingerprint results;
c.Favorable credit report, if required;5 and
d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-

appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
(End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.
For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).
(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandemic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.

• Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
• Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
Establish communication processes to notify employees of activation of this plan.
• Integrate pandemic health crisis response expectations into telework agreements.
With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
• Determine how all employees who may telework will communicate with one another and with management to accomplish work.
Practice telework regularly to ensure effectiveness.
• Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
• Identify how time and attendance will be maintained.
It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.
(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.
The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later

than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors
The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.
(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.
(End of Clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

_____

_____

_____

[Insert one or more Internet addresses]

(End of clause)

52.222-50 Alt I Combating Trafficking in Persons (Mar 2015) - Alternate I (Mar 2015)

(a) *Definitions.* As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:

[*Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.*]

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking- related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at *http://www.state.gov/j/tip/*.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at *help@befree.org*.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(e) *Content of Contractor's request for financing payment.* The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment.* A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause.* In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-32 Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the __ day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price ad-

justments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

_____

_____

_____

(End of clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any _____. (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
10/23/2015	
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
DJF-16-0100-P-0000243	DJF-15-0100-PR-0029133

5. ISSUING OFFICE *(Address correspondence to)*
PROCUREMENT SECTION
ROOM 6823
935 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20535-0001

6. SHIP TO:
a. NAME OF CONSIGNEE
SEE SCHEDULE
b. STREET ADDRESS
c. CITY | d. STATE | e. ZIP CODE
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
WASHINGTON STATE PATROL
b. COMPANY NAME
DUNS: 808883854
c. STREET ADDRESS
BUDGET AND FISCAL SERVICES
PO BOX 42602
d. CITY: OLYMPIA | e. STATE: WA | f. ZIP CODE: 98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:_____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☐ b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
FBI-2016-SED1-0100-0161-SG-F9-0100_0007-23334-2016

10. REQUISITIONING OFFICE
CJIS DIVISION FRONT OFFICE
ATTN: JULIE KISNER
1000 CUSTER HOLLOW ROAD
MODULE D-3
CLARKSBURG, WV 26306-0001
JULIE KISNER
MTSHAW@fbinet.fbi

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		10/01/2015	NET 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	**Delivery Date:** 10/01/2015 Use of ACCESS through the State of Washington See Continuation Sheet(s)	1.000000	EA	$4,260.0000	$4,260.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		
			$4,260.00	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME
PLANNING AND CONTROL UNIT Attn: KATRINA ROOP
b. STREET ADDRESS *(or P.O. Box)*
ATTN: KATRINA ROOP, 1000 CUSTER HOLLOW ROAD, MODULE D-2
c. CITY: CLARKSBURG | d. STATE: WV | e. ZIP CODE: 26306-0001

$4,260.00 — 17(I) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*

23. NAME *(Typed)*
Michael T. Shreves
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 10/01/2015 - 09/30/2016 Base Period **Delivery Schedule:** Quantity: 1.000000 FOB: Delivery Address: CJIS DIVISION FRONT OFFICE ATTN: JULIE KISNER 1000 CUSTER HOLLOW ROAD MODULE D-3 CLARKSBURG, WV 26306-0001				
				TOTAL	$4,260.00

FUNDING DETAILS:

ITEM NO	[illegible]	[illegible]	[illegible]
0001	1	$4,260.00	2016 - SED1 - 0100 - 0161 - SG - - 0100_0007 - 23334 - - - - - -
		TOTAL: $4,260.00	

Section 3 - Contract Clauses

Clauses By Reference

Clause	Title
52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)
52.204-2	Security Requirements (Aug 1996)
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (May 2014)
52.213-4	Terms and Conditions--Simplied Acquisitions (Other Than Commercial Items) (Mar 2015)
52.214-29	Order of Precedence - Sealed Bidding (Jan 1986)
52.219-9 Alt I	Small Business Subcontracting Plan (Oct 2014) - Alternate I (Oct 2001)
52.219-16	Liquidated Damages - Subcontracting Plan (Jan 1999)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-17	Interest (May 2014)
52.232-23	Assignment of Claims (May 2014)
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I (Apr 1984)
52.232-24	Prohibition of Assignment of Claims (May 2014)
52.232-30	Installment Payments for Commercial Items (Oct 1995)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)
52.242-13	Bankruptcy (July 1995)
52.245-1	Government Property (Apr 2012)
52.246-23	Limitation of Liability (Feb 1997)

Clause	Title
52.247-68	Report of Shipment (RESHIP) (Feb 2006)

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-02-02B Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employees under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].
(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS
Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201)' entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, " Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
•High Risk - Background Investigation (5 year scope)
•Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
•Low Risk - National Agency Check with Inquiries (NACI) investigation
d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;3
4) Waiver request memorandum, including both the Office of Personnel
Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).
e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:
a.Favorable review of the security questionnaire form;
b.Favorable fingerprint results;
c.Favorable credit report, if required;5 and
d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

NOTES:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201 /FIPS-201-22505.pdf.
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
(End of Clause)

DJAR-PGD-06-09 Reprogramming of Funds Notices to Congress for A-76 Competitions

Congressional Notification

Under the provisions of section 605(a) of the Department of Justice's appropriations act, an award in this procurement triggers a requirement that the Department notify congressional appropriations committees of actions resulting from the award which may include reorganization or contracting out of functions or activities presently performed by Federal employees.

An award in this procurement, and its implementation, are contingent upon satisfactory completion of the process required under section 605(a). After award, the Department will notify the source provider when this process has been satisfactorily completed and that implementation may begin. In the event that either congressional committee expresses reservations, the Department may cancel the procurement and award, without charge or penalty. Because the contract/performance start date could be delayed or actually cancelled

due to the reprogramming notice to Congress, it is understandable not to include the expected start date in A-76 solicitations. However, the lack of a contract/performance start date makes it difficult for potential source providers to propose realistic pricing in their proposals.

As a best practice, it is recommended that future solicitations for streamlined or standard competitions include a notice similar to the following sentences.
For pricing purposes only, offerors shall assume a contract/performance start date of XXXXXXXXXXX, which is the date it is assumed that the transition/phase-in period begins. The actual contract/performance start date may be different. (See the "Congressional Notification" term of the solicitation).
(End of Clause)

DJAR-PGD-07-10 Ensuring New Acquisitions Include Common Security Configurations

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
(End of Clause)

DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandamic or Other Emergency

Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:
Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
• Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
• Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
Establish communication processes to notify employees of activation of this plan.
• Integrate pandemic health crisis response expectations into telework agreements.
With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
• Determine how all employees who may telework will communicate with one another and with management to accomplish work.
Practice telework regularly to ensure effectiveness.
• Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
• Identify how time and attendance will be maintained.
It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.
(End of Clause)

DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security
The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.
The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors
The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.
(End of Clause)

DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.
(End of Clause)

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of [identify title of designated agency official here] and shall not be binding until so approved.

(End of clause)

52.222-50 Alt I Combating Trafficking in Persons (Mar 2015) - Alternate I (Mar 2015)

(a) *Definitions*. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those

of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies to performance in/at:

[*Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.*]

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking- related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at *http://www.state.gov/j/tip/.*

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at *help@befree.org.*

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.232-29 Terms for Financing of Purchases of Commercial Items (Feb 2002)

(a) *Contractor entitlement to financing payments.* The Contractor may request, and the Government shall pay, a contract financing

payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) *Special terms regarding termination for cause.* If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions Commercial Items.

(c) *Security for Government financing.* In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights.

(1) No payment or other action by the Government under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) *Content of Contractor's request for financing payment.* The Contractor's request for financing payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for financing payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made; and

(4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) *Limitation on frequency of financing payments.* Contractor financing payments shall be provided no more frequently than monthly.

(g) *Dates for payment.* A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) *Conflict between terms of offeror and clause.* In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

52.232-32 Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a

single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.,* noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.,* the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss*. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access*. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default*. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights*. (1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment*. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

_____

_____

_____

(End of clause)

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any _____. (48 CFR [insert regulation name]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

Indemnification and Hold Harmless Agreement Involving Use of Secret Service Vehicle

In consideration of the use of a motor vehicle **2004 Ford E350 Surveillance Vehicle** (described as) License Plate No. **B95801E** **WA** (State), owned by the United States Secret Service, I, Robert L. Maki (official's name), on behalf of **Washington State Patrol** agree to INDEMNIFY and HOLD HARMLESS, the United States, and its officers and employees, from any and all claims, demands, actions, causes of action, suits, and damages of any kind, arising from the use of said motor vehicle.

I Robert L. Maki (official's name), assert that I have authority to bind the **Washington State Patrol** (organization) to this agreement.

I acknowledge that I have examined said vehicle which appears to be in good working order and free from dents or other body damage unless noted below. I further agree and understand that the **Washington State Patrol** (organization) shall be responsible for any and all damage resulting to said motor vehicle upon receipt until returned to an official of the Secret Service.

(official's signature) / (date) 3/16/17

witness(es) _____ / _____

_____ / _____

Amendment Package

Federal Emergency Management Agency
Washington, D.C. 20472

Mr Simon Tee
Washington State Fire Training Academy/Washington State Patrol
210 11th Ave SW Rm116
Olympia, Washington 98504-0001

Re: Grant No. EMW-2016-FZ-00155

Dear Mr Tee:

This letter is in written response to your amendment request regarding an extension of your grant. Your request was reviewed by the Program and Grants Office and is hereby approved. As a result of this approval, your Grant Period of Performance and Article III of your Grant Agreement Articles are amended to extend your grant from 04/07/2017 through 07/06/2018. All other terms and conditions of the grant remain unchanged.

If you have any further questions and/or concerns, please contact Katrice Hagan at (202) 786-9830.

Sincerely,

Katrice Hagan
Grants Management Specialist

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - FIRE PREVENTION AND SAFETY GRANTS Application

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2016-FZ-00155
GRANTEE: Washington State Fire Training Academy/Washington State Patrol
DUNS Number: 808883854
AMOUNT: $281,026.00,

Project Description

The purpose of the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

07-APR-17 to 06-JUL-18

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
Total	$281,026.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE)

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

GRANTEE: Washington State Fire Training Academy/Washington State Patrol

PROGRAM: Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

AGREEMENT NUMBER: EMW-2016-FZ-00155

AMENDMENT NUMBER: 1

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I. Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances - Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

i. in the subrecipient's preceding fiscal year, the subrecipient received-

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to

influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree-and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions
For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. **Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. **Environmental Planning and Historic Preservation Screening**

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency- website at: https://www.fema.gov/library/viewRecord.do?id=6906

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2016-FZ-00155	1	91-6001127	AWARD	WX01287N2017T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Fire Training Academy/Washington State Patrol 210 11th Ave SW Rm116 Olympia Washington, 98504-0001	FEMA/Financial and Grants Management Division 500 C Street, S.W., Room 350 Washington DC, 20472 POC:	FEMA/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Simon Tee	3605964052	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
07-APR-17	SF-270	Cost Sharing	From:07-APR-17 To:06-JUL-18 Budget Period From:29-JAN-17 To:30-SEP-17

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2017-F6-C111-P4310000-4101-D	$244,371.00	$0.00	$244,371.00	$36,655.00
		TOTALS	$244,371.00	$0.00	$244,371.00	$36,655.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant - Fire Prevention and Safety Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE
N/A N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE

Close Window

Award Package

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. Simon Tee
Washington State Fire Training Academy/Washington State Patrol
210 11th Ave SW Rm116
Olympia, Washington 98504-0001

Re: Award No.EMW-2016-FZ-00155

Dear Mr. Tee:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Assistance to Firefighters Grant has been approved in the amount of $244,371.00. As a condition of this award, you are required to contribute a cost match in the amount of $36,655.00 of non-Federal funds, or 15 percent of the Federal contribution of $244,371.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 540-504-2883. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

Bridget Bean
Acting Assistant Administrator for Grant Programs

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2016-FZ-00155
GRANTEE: Washington State Fire Training Academy/Washington State Patrol
DUNS NUMBER: 808883854
AMOUNT: $281,026.00, State Fire Training Academy

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

07-APR-17 to 06-APR-18

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$281,026.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
State Taxes	$0.00
Total	$281,026.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Katrice Hagan at Katrice.Hagan@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - State Fire Training Academy

GRANTEE: Washington State Fire Training Academy/Washington State Patrol

PROGRAM: State Fire Training Academy

AGREEMENT NUMBER: EMW-2016-FZ-00155

AMENDMENT NUMBER:

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Article XLI	Environmental Planning and Historic Preservation Screening

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances - Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

i. in the subrecipient's preceding fiscal year, the subrecipient received-

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to

the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in

understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in

instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession

of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree-and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. **System of Award Management and Universal Identifier Requirements**

A. Requirement for System of Award Management
Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier
If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions
For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. **Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. **Environmental Planning and Historic Preservation Screening**

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency- website at:
https://www.fema.gov/library/viewRecord.do?id=6906

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2016-FZ-00155	0	91-6001127	AWARD	WX01287N2017T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Fire Training Academy/Washington State Patrol 210 11th Ave SW Rm116 Olympia Washington, 98504-0001	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Andrea Day	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Simon Tee	3605964052	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
07-APR-17	SF-270	Cost Sharing	From:07-APR-17 To:06-APR-18 Budget Period From:29-JAN-17 To:30-SEP-17

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2017-F6-C111-P4310000-4101-D	$0.00	$244,371.00	$244,371.00	$36,655.00
		TOTALS	$0.00	$244,371.00	$244,371.00	$36,655.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Andrea Day

DATE
05-APR-17

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PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Spokane County and Eastern Washington, the parties hereto agree to the following:

1. The Spokane DEA Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Spokane County and Eastern Washington area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the DEA Task Force, the WSP agrees to detail one (1) experienced officers to the DEA Task Force for a period of not less than two years. During this period of assignment, the officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the DEA Task Force, DEA will assign six (6) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the DEA Task Force, the WSP will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WSP for overtime payments made by it to the officer assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $18,042.00), per officer. ***Note: Task Force Officer's***

overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

K

Keith Weis

Date: 9-1-2017

Special Agent in Charge

For the Washington State Patrol

for _____ Date: 7-2017

John R. Batiste

ASST. CHIEF

Chief

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Pt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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1. Grantee Name and Address:

Washington State Patrol
210 11th St, Room 402
Olympia, WA 98507

2. Application Number and/or Project Name

Spokane DEA Task Force

3. Grantee IRS/Vendor Number

C120170FED

4. Typed Name and Title of Authorized Representative

for John R. Batiste, Chief JASON BERRY ASST. Chief 7-2017

5. Signature

6. Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

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(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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C120170FED

4. Typed Name and Title of Authorized Representative

for John R. Batiste, Chief

5. Signature

Jason Barry Asst. Chief

6. Date

7-20-17

Cline, Karen (WSP)

From: Cline, Karen (WSP)
Sent: Thursday, August 10, 2017 3:00 PM
To: Eggleston, Mike (WSP)
Cc: Wilbur, Roger (WSP); Kleis, Robin (WSP); Longbotham, Katherine (WSP); Sivakumar, Renuka (WSP); Samardich, Rachel (WSP); Kirby, Rebecca (WSP)
Subject: EXECUTED CONTRACT: DEA/K13085

This email is sent on behalf of Ms. Rebecca Kirby:

One fully executed copy of the Spokane DEA Task Force Contract between the Washington State Patrol and the Drug Enforcement Agency, WSP Contract No. K13085, can be found in the Enterprise Contract Management System (ECMS) at the following link:

http://ecms.des.wa.gov/ECMS/ContractMaintenance/ContractAttachments.aspx?contract_id=204338

To view the attachment, log in with your User ID and password, and then click the magnifying glass.

Please use the contract number on all correspondence associated with this contract. If you need further assistance, please contact Ms. Rebecca Kirby at Budget and Fiscal Services, (360) 596-4071 or Micro 12, Ext. 11071.

Thank you,

Karen Cline
Contracts Assistant
Washington State Patrol
Budget and Fiscal Services
PO Box 42602 | Olympia WA 98504
(360) 596-4073 ext. 11073

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2017 between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Tri-Cities, the parties hereto agree to the following:

1. The DEA Tri-Cities Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Tri-Cities area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the DEA Tri-Cities Task Force, the WSP agrees to detail one (1) experienced officer to the DEA Tri-Cities Task Force for a period of not less than two years. During this period of assignment, the WSP officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The WSP officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WSP Officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the DEA Tri-Cities Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the DEA Tri-Cities Task Force, the WSP will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WSP for overtime payments made by it to one (1) officer assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $18,042.00), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of

the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

Date: 9-1-2017

Keith R. Weis
SAC

For the Washington State Patrol:

ASSISTANT CHIEF M.W. Lamoreaux

Date: 7/25/17

John R. Batiste
Chief

M.W. LAMOREAUX

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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91-6001127

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ASSISTANT CHIEF MARC W. LAMOREAUX
Chief John R. Batiste

7/25/17

5. Signature

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U.S. DEPARTMENT OF JUSTICE
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(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504-2602

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

91-6001127

4. Typed Name and Title of Authorized Representative

ASSISTANT CHIEF MARK W. LAMOREAUX

Chief John R. Batiste

7/25/17

5. Signature

6. Date

7/25/17

Cline, Karen (WSP)

From: Cline, Karen (WSP)
Sent: Friday, August 11, 2017 8:23 AM
To: Eggleston, Mike (WSP)
Cc: Wilbur, Roger (WSP); Kleis, Robin (WSP); Longbotham, Katherine (WSP); Sivakumar, Renuka (WSP); Samardich, Rachel (WSP); Kirby, Rebecca (WSP)
Subject: EXECUTED CONTRACT: DEA/K13086

This email is sent on behalf of Ms. Rebecca Kirby:

One fully executed copy of the Tri-Cities DEA Task Force Contract between the Washington State Patrol and the Drug Enforcement Agency, WSP Contract No. K13086, can be found in the Enterprise Contract Management System (ECMS) at the following link:

http://ecms.des.wa.gov/ECMS/ContractMaintenance/ContractAttachments.aspx?contract_id=204345

To view the attachment, log in with your User ID and password, and then click the magnifying glass.

Please use the contract number on all correspondence associated with this contract. If you need further assistance, please contact Ms. Rebecca Kirby at Budget and Fiscal Services, (360) 596-4071 or Micro 12, Ext. 11071.

Thank you,

Karen Cline
Contracts Assistant
Washington State Patrol
Budget and Fiscal Services
PO Box 42602 | Olympia WA 98504
(360) 596-4073 ext. 11073

Appendix F

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this first (1st) day of October 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol Police Department (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Greater King County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, the parties hereto agree to the following:

1. The DEA SeaTac HIDTA Task Force (Group D-22) will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Greater King County area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the DEA SeaTac HIDTA Task Force (Group D-22), the WSP agrees to detail one (1) experienced officer(s) to the DEA SeaTac HIDTA Task Force (Group D-22) for a period of not less than two years. During this period of assignment, the WSP officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The WSP officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The WSP officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the DEA SeaTac HIDTA Task Force (Group D-22), DEA will assign three (3) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and six (6) officers assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the DEA SeaTac HIDTA Task Force (Group D-22), the WSP will remain responsible for establishing the salaries and benefits, including overtime, of the WSP officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the Valley Narcotics Enforcement Team "VNET" on behalf of the Washington State Patrol Police Department for overtime payments made by it to the WSP officers assigned to the DEA SeaTac HIDTA Task Force (Group D-22) for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently $18,042.00, per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the Washington State Patrol Police Department charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the WSP shall clearly state: (1) percentage of the total cost of the program or project which will be

financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The WSP understands and agrees that HIDTA will provide the DEA SeaTac HIDTA Task Force (Group D-22) Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGV'S)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the WSP personnel, in addition to whatever accident reporting requirements the WSP may have.

14. While on duty and acting on task force business, the WSP officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by Washington State Patrol Police Department during the term of this agreement.

For the Drug Enforcement Administration:

K [signature]
Name: Keith R. Weis

Date: 9-1-2017

Title: Special Agent in Charge (SAC)

For the Washington State Patrol Police Department

for [signature]
Name: John R. Batiste

Date: 8/25/17

CFO
Title: Chief

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by para-graph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-lfication number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, zip code)

SeaTac HIDTA Task Force (Group D-22)
300 5th Ave, Suite 1300
Seattle, WA 98104

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

2. Application Number and/or Project Name

DEA SeaTac HIDTA Task Force (Group D-22)

3. Grantee IRS/Vendor Number

91-6001127

4. Typed Name and Title of Authorized Representative

John R. Batiste, Chief – Washington State Patrol

5. Signature

6. Date 8/25/07

*U.S. Government Printing Office 1996 - 405-037/40014

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by para-graph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-tification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

SeaTac HIDTA Task Force (Group D-22)
300 5th Ave, Suite 1300
Seattle, WA 98104

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

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DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

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Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

2. Application Number and/or Project Name

DEA SeaTac HIDTA Task Force (Group D-22)

3. Grantee IRS/Vendor Number

91-6001127

4. Typed Name and Title of Authorized Representative

John R. Batiste, Chief – Washington State Patrol

5. Signature

6. Date 8/29/07

*U.S. Government Printing Office: 1996 - 405-037/40014

Drug Enforcement Administration
Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP").

1. The police agencies participating in the DEA SeaTac HIDTA Task Force (Group D-22), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

Participating Agency	Contribution
Auburn Police Department	1 TFO
Federal Way Police Department	1 TFO
Kent Police Department	1 TFO
Port of Seattle Police Department	1 TFO
Renton Police Department	1 TFO
Seattle Police Department	1 TFO
Tukwila Police Department	1 TFO
Washington State Patrol	1 TFO

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

DEA shall receive	20%
Valley Narcotics Enforcement Team shall receive	80%*

*The equitable sharing will be disbursed per the agreed upon MOU signed by all the parent agencies participating in the Valley Narcotics Enforcement Team Task Force.

3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).

4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.

5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

For the Drug Enforcement Administration:

Date: 9-1-2017

Keith Weis
Special Agent in Charge

For the Washington State Patrol:

Date: 8/25/17

John R. Batiste
Chief

Appendix E

TACTICAL DIVERSION TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the State of Washington area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Washington, the parties hereto agree to the following:

1. The Tactical Diversion Squad (TDS)Task Force will perform the activities and duties described below:

a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the State of Washington area;

b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and

c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the TDS Task Force, the WSP agrees to detail one (1) experienced officer to the TDS Task Force for a period of not less than two years. During this period of assignment, the WSP officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.

3. The WSP officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WSP officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the TDS Task Force, DEA will assign four (4) Special Agents and two (2) Diversion Investigators to the Task Force. DEA will also, subject to the availability

of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and WSP officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the TDS Task Force, the WSP will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to WSP officer assigned to the TDS Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $18,042.00), per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will

be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

K L — Date: 9-6-2017

Keith R. Weis
Special Agent in Charge

For the Washington State Patrol

for — Date: 9-1-17

John R. Batiste

Asst Chief
Title

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by para-graph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-lification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Tactical Diversion Squad Task Force
300 5th Ave, Suite 1300
Seattle, WA 98104

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eck if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

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(GRANTEES WHO ARE INDIVIDUALS)

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A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

2. Application Number and/or Project Name

DEA Tactical Diversion Squad Task Force

3. Grantee IRS/Vendor Number

91-6001127

4. Typed Name and Title of Authorized Representative

for John R. Batiste, Chief – Washington State Patrol JASON G. BERRY - ASST. CHIEF

5. Signature

6. Date 9-1-17

*U.S. Government Printing Office: 1996 - 405-037/40014

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

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(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

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Tactical Diversion Squad Task Force
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for John R. Batiste, Chief – Washington State Patrol JASON G. BERRY - ASST. CHIEF

5. Signature

6. Date 9-1-17

*U.S. Government Printing Office: 1996 - 405-037/40014

Drug Enforcement Administration
Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Washington State Patrol (WSP).

1. The police agencies participating in the Seattle Tactical Diversion Group D-13 Task Force, hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

Participating Agency	Contribution
Seattle Police Department	1 TFO
Washington State Patrol	1 TFO

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

DEA shall receive	20%
Seattle Police Department	40%
Washington State Patrol	40%

3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).

4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.

5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

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For the Drug Enforcement Administration:

Keith Weis
Special Agent in Charge

Date: 9-6-2017

For the Seattle Police Department:

John R. Batiste
Chief

Date: 8/31/17

U.S. Department of Justice

Bureau of Alcohol, Tobacco, Firearms & Explosives

915 2nd Ave, Room 790, Seattle, WA 98174

www.atf.gov

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),

And

WASHINGTON STATE PATROL (WSP)

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and Washington State Patrol ("participating agencies") as it relates to the Violent Crime Task Force (herein referred to as the "Task force").

BACKGROUND

This task force has been expanded in order to concentrate on combatting violent crime in the South King County area and Pierce County. There have been numerous violent crimes occurring as a result of continued gang retaliation shootings. Most of these incidents have occurred or have ties to South King County.

AUTHORITIES

Offenses investigated and enforced pursuant to this MOU are those falling within ATF's jurisdiction, including 28 U.S.C. § 599A; 27 CFR Part 0, Subpart W; 18 U.S.C. §§ 921 et. seq.; 26 U.S.C. §§ 5861 et. seq.; and 18 U.S.C. § 3051;

PURPOSE

The Task Force will perform the activities and duties described below:

a. Investigate firearms trafficking
b. Investigate firearms related violent crime
c. Gather and report intelligence data relating to trafficking in firearms
d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution

before the courts of the United States and the State of Washington.

The mission of the participating agencies is to; conduct in-depth investigations of firearms related crimes; to identify and target for prosecution, the perpetrators of such crimes (i.e. outlaw motorcycle organizations, street gangs, armed career criminals and armed narcotic traffickers); and to achieve maximum coordination and cooperation of the combined resources to reduce the most violent criminal activity within South King County and Pierce County.

MEASUREMENT OF SUCCESS

The success of this initiative will be measured by the participating agencies willingness to share certain information, (i.e crime statistics) for the purpose of measuring the success of the task force as well as its performance.

- Reduce the risk to public safety caused by the criminal possession and use of a firearm
- Reduce the risk to public safety caused by criminal organizations and gangs

PHYSICAL LOCATION

Officers/troopers/agents assigned to this Task Force by their employer shall be referred to as task force officers (TFOs). TFOs will be assigned to the ATF Seattle I Field Office and will be located at Seattle-Tacoma International Airport, co-located with the Port of Seattle Police Department Criminal Investigations Division at 17801 International Blvd., Seattle, WA 98158. TFOs assigned to the Tacoma Satellite Office will be located at Tacoma Police Department at 3701 S Pine Street.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

Each TFO shall remain subject to their respective agencies' policies, and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws.

Failure to comply with this paragraph could result in a TFO's dismissal from the Task Force.

ATF agrees to designate Group Supervisor, Seattle I Field Office as ATF's coordinator of this agreement. The Chief of Washington State Patrol and/or designee will serve as the department's coordinator. The coordinators will have overall responsibility for the policies and guidelines affecting this MOU. Operational problems encountered between ATF and WSP will be mutually addressed and resolved by the coordinators.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign five or more Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and officers assigned to the Task Force. This support may include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to their assigned task force members any equipment ordinarily assigned for use by that agency. In the event, ATF supplies equipment (which may include vehicles, weapons or radios), TFOs must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the Washington State Patrol agrees to detail one or more fulltime TFOs to the Task Force for a period of not less than two (2) years.

All TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

DEPUTATIONS

ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

a. Each participating agency will assign primary and secondary points of contact.
b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: Yvonne Rios

Participating Agency (WSP): Lieutenant Jason L. Ashley

EVIDENCE

Evidence maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistics Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant State's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All fulltime TFOs will comply with ATF and the Department of Justice's (DOJ's) use of force policies, unless a TFOs agency's Use of Force policy is more restrictive, in which case the TFO may use their respective agency's use of force policy. TFOs must be briefed on ATF's and DOJ's use of force policy by an ATF official, and will be provided with a copy of such policy.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the State and Local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under State law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to

separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results, ATF will become the final arbitrator of the distributive shares for the participating agencies

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU shall remain in effect until it is terminated in writing (to include electronic mail and facsimile). All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

The MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATURES

for / 9-1-17

John R. Batiste Date
Chief
Washington State Patrol

/ 9/11/2017

Darek G. Pleasants Date
Special Agent in Charge, ATF
Seattle Field Division

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. Simon Tee
Washington State Fire Training Academy/Washington State Patrol
106 11th Ave SWSte 3100
Olympia, Washington 98501-0001

Re: Award No.EMW-2017-FZ-00019

Dear Mr. Tee:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Assistance to Firefighters Grant has been approved in the amount of $207,091.00. As a condition of this award, you are required to contribute a cost match in the amount of $31,063.00 of non-Federal funds, or 15 percent of the Federal contribution of $207,091.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

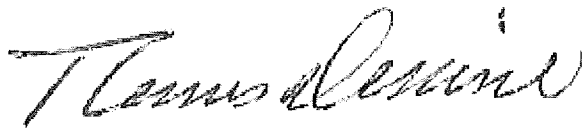
In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says Update 1199A in the Action column. Click this link. This link will take you to the SF-1199A, Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and keep the original form in your grant files. Once approved you will be able to request payments online.
If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Thomas George DiNanno
GPD Assistant Administrator

Summary Award Memo

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2017-FZ-00019
GRANTEE: Washington State Fire Training Academy/Washington State Patrol
DUNS NUMBER: 808883854
AMOUNT: $238,154.00, State Fire Training Academy

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

13-AUG-18 to 12-AUG-19

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$219,300.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
State Taxes	$18,854.00
Total	$238,154.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)
Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Katrice Hagan at katrice.hagan@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - State Fire Training Academy

GRANTEE: Washington State Fire Training Academy/Washington State Patrol

PROGRAM: State Fire Training Academy

AGREEMENT NUMBER: EMW-2017-FZ-00019

AMENDMENT NUMBER:

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The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Article I.	**Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**	DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and

Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article II. **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above. The United States has the right to seek judicial enforcement of these obligations.

Article III.	**Acceptance of Post Award Changes**	In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.
Article IV.	**Acknowledgment of Federal Funding from DHS**	All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article V.	**Activities Conducted Abroad**	All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article VI.	**Age Discrimination Act of 1975**	All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article VII.	**Americans with Disabilities Act of 1990**	All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101- 12213).
Article VIII.	**Animal Welfare Act of 1966**	Where applicable, recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported

commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article IX. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article X. **Civil Rights Act of 1964 - Title VI**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21and 44 C.F.R. Part 7.

Article XI. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. § 100.201.)

Article XII. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the recipient under the Federal award must contain provisions as required by Appendix II of 2 C.F.R. Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, including but not limited to the following:
a. Contracts for more than the simplified acquisition threshold set at $150,000.
All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense

Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. b. Contracts in excess of $10,000. All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XIII. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV. **Debarment and Suspension**

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XVI. **Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XVII. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the

federal financial assistance award terms and conditions.

Article XVIII. **Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XIX. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX. **Environmental Planning and Historic Preservation Screening**

AFG funded activities that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency website at: https://www.fema.gov/library/viewRecord.do?id=6906. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

Article XXI. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXII. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other

taxes, audit disallowances, and benefit overpayments. (See OMB Circular A- 129.)

Article XXIII. **Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXIV. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXV. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Article XXVI. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVII. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXVIII. **National Environmental Policy Act**

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA)

and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX. **Nondiscrimination in Matters Pertaining to Faith- Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX. **Non-supplanting Requirement**

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI. **Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXXIII. **Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of

whether the budget deviation requires prior written approval.

Article XXXIV. **Procurement of Recovered Materials**

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXV. **Protection of Human Subjects**

Where applicable, recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXXVI. **Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXVII. **Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII. **Reporting Subawards and Executive Compensation**

All recipients are required to comply with the requirements set forth in the government-wide

Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIX. **SAFECOM**

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XL. **Terrorist Financing**

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLI. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XLII. **Universal Identifier and System of Award Management (SAM)**

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XLIII. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article XLIV. **Use of DHS Seal, Logo and Flags**

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2017-FZ-00019	0	91-6001127	AWARD	WX02682N2018T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Fire Training Academy/Washington State Patrol 106 11th Ave SW Ste 3100 Olympia Washington, 98501-0001	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Marketa Walker	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Simon Tee	3605964052	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
13-AUG-18	SF-270	Cost Sharing	From:13-AUG-18 To:12-AUG-19
			Budget Period From:30-APR-18 To:30-SEP-18

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2018-F7-C111-P4310000-4101-D	$0.00	$207,091.00	$207,091.00	$31,063.00
		TOTALS	$0.00	$207,091.00	$207,091.00	$31,063.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Marketa Walker

DATE
09-AUG-18

Go Back

U.S. Department of Homeland Security
Washington, D.C. 20472

Simon Tee
Washington State Patrol
210-11th Ave SW, Room 116
PO Box 42602
Olympia, WA 98504 - 2602

Re: Grant No.EMW-2017-GR-00010

Dear Simon Tee:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 State Fire Training Systems Grant Program has been approved in the amount of $20,000.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 State Fire Training Systems Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

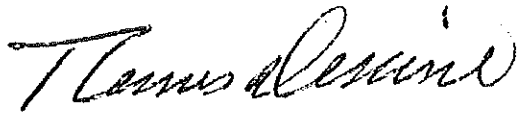
Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.



THOMAS GEORGE DINANNO GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
State Fire Training Systems Grant Program

GRANTEE:	Washington State Patrol
PROGRAM:	State Fire Training Systems Grant Program
AGREEMENT NUMBER:	EMW-2017-GR-00010-S01

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Article XXV	Duplication of Benefits
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Article XXXIV	Activities Conducted Abroad
Article XXXV	Acknowledgment of Federal Funding from DHS

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Article XXXVIII	Prior Approval for Modification of Approved Budget
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Article XL	National Environmental Policy Act
Article XLI	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XLII	Buy American and Hire American

Article I - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article II - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article III - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

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All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article V - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article VI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article VII - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VIII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article IX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

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All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

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All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII - Procurement of Recovered Materials

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All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

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All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

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All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XVII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XVIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

Article XIX - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XX - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXIV - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXVI - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XXVII - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVIII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXIX - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. section 100.201.)

Article XXX - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXXI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XXXII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101-12213).

Article XXXIII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXXIV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.
DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XL - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XLI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XLII - Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

BUDGET COST CATEGORIES

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$1,000.00
Equipment	$0.00
Supplies	$3,000.00
Contractual	$16,000.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2017-GR-00010-S01	***	916001127	AWARD	E499798N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Patrol 210-11th Ave SW, Room 116 PO Box 42602 Olympia, WA, 98504 - 2602	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Simon Tee		Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2017	PARS	Cost Reimbursement	09/01/2017	08/31/2018
			Budget Period	
			09/01/2017	08/31/2018

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
State Fire Training Systems Grant Program	97.043	2017-FA-F113-U310-W63006-4101-D	$0.00	$20,000.00	$20,000.00	See Totals
TOTALS			**$0.00**	**$20,000.00**	**$20,000.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

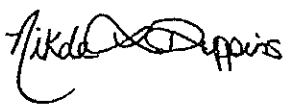
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
State Fire Training Systems Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE

,

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE



Thu Aug 24 11:08:20 GMT 2017

NIKOLE LOUISE DUPPINS , Administrative Staff

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View Amendment Request

- Amendment Request Details
- SF-424A
- Action History

Amendment Request Details

Amendment Request Number
EMW-2017-GR-00010-R02
Organization Name
Washington State Patrol
Amendment Request Status
Approved
Amendment Request Narrative

WSP requests approval to shift funds.

Due to the number of students we have been able to train, WSP will need additional funds for the student manuals. There is adequate funding available in the Contractual and Travel portions of the approved budget to move to Supplies in support of this need.

The request will result in the following budget revision:

	PREVIOUS	REQUESTED CHANGE	NEW
TRAVEL	$ 1,000	$ (945)	**$ 55**
SUPPLIES	$ 3,000	$ 2,890	**$ 5,890**
CONTRACTUAL	$ 16,000	$ (1,945)	**$ 14,055**
TOTAL	**$ 20,000**	**$ -**	**$ 20,000**

SF-424A

Budget Object Class	Amendment Request Amount
Personnel	No Change Requested
Fringe Benefits	No Change Requested
Travel	$55.00
Equipment	No Change Requested
Supplies	$5,890.00
Contractual	$14,055.00
Construction	No Change Requested
Other	No Change Requested
Total Direct Charges	No Change Requested
Indirect Charges	No Change Requested
Budget Category Total	No Change Requested
Non-Federal Resources	**Amendment Request Amount**
Applicant	No Change Requested
Total Non-Federal Resources	No Change Requested

Non-Federal Resources	Amendment Request Amount
State	No Change Requested
Other	No Change Requested
Total Non-Federal Resources	No Change Requested
Income	**Amendment Request Amount**
Program Income	No Change Requested
Total Budget	**Amendment Request Amount**
Federal	No Change Requested
Non-Federal	No Change Requested
Total Project Cost	No Change Requested

SF-424A Budget Information - Non-Construction Programs (4040-0006)

SF-424A Budget Information - Non-Construction Programs (4040-0006)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 4040-0006. The time required to complete this information collection is estimated to average 1.8 hours per response, including the time to review instructions, search existing data resources, gater the data needed and complete and review the information collection.

If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:
U.S. Department of Health & Services, OS/OCIO/PRA,
200 Independence Ave., S.W., Suite 537-H,
Washington D.C. 20201,
Attention: PRA Reports Clearance Officer.

Agency, Total Responses, Average Burden per response in Hours, Total Burden Hours

- CNCS, 10, 4, 40
- DOI, 1274, 49/60, 1046
- DOS, 150, 5/60, 13
- EPA, 9098, 1.97, 17905
- SSA, 1400, 30/60, 700
- TREAS, 276, 1, 276
- VA, 184, 15/60, 46
- USDA, 7241, 3, 21723
- DOC, 5685, 20/60, 1895
- DOT, 50, 1.6, 80
- DHS, 150, 2, 300
- HHS, 1510, 2.64, 3998
- Total, 27028,_,48022, 48022 hrs. / 27028 = 1.8 total hours per response.

Close

Action History

10 records per page
Showing 1 to 10 of 18 entries
Search:

User	Action	Description	Date
System	Status Change	Amendment status updated from Pending Review to Approved	08/31/2018 07:47 -04:00
System	Status Change	Amendment Request status updated from Pending Review to Approved	08/31/2018 07:47 -04:00
Simon Tee	Status Change	Amendment Request status updated from Pending Submission to Pending Review	08/08/2018 19:40 -04:00
Simon Tee	Status Change	Amendment Request status updated from New to Pending Submission	08/06/2018 18:58 -04:00
Simon Tee	Status Change	Performance Report status updated from Pending Submission to Pending Review	07/19/2018 20:53 -04:00
Simon Tee	Status Change	Performance Report status updated from New to Pending Submission	07/19/2018 20:52 -04:00
System	Status Change	Performance Report status updated from Pending Review to Approved	07/09/2018 12:51 -04:00
Simon Tee	Status Change	Performance Report status updated from Pending Submission to Pending Review	07/09/2018 12:11 -04:00
Simon Tee	Status Change	Performance Report status updated from New to Pending Submission	07/09/2018 12:11 -04:00
System	Status Change	Performance Report status updated from Pending Review to Approved	03/19/2018 15:06 -04:00

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- Next →

K13308-1

U.S. Department of Homeland Security
Washington, D.C. 20472
GRANT AMENDMENT LETTER

Washington State Patrol
Simon Tee
210-11th Ave SW, Room 116
PO Box 42602
Olympia, WA 98504 - 2602
Re: Amendment #: EMW-2017-PU-00587-A02

Dear Simon Tee,

The amendment to change the award information for Fiscal Year (FY) 2017 Port Security Grant Program (PSGP) (Award #: EMW-2017-PU-00587-S01) has been approved on 10/09/2018. The changes to the award information are listed below.

Terms and Conditions Change:
The following Term and Condition has been removed from your award:
Hold on Specific Funds - Project/Investment

The **Washington State Patrol** is prohibited from obligating, expending, or drawing down the federal funds identified in this Article until the following requirements are met by the recipient and this condition is subsequently rescinded by FEMA: Funds in the amount of **$697,949.00** budgeted for

investment/project **# 1 - Automated License Plate Reader Deployment**

investment/project **# 2 - Ferry Security Law Enforcement Response Equipment**

investment/project **# 3 - Risk Reduction Resource Allocation Model Sustainment**

are on hold pending submission of a detailed costs breakdown and justifications by the recipient, and a review and approval of those justifications by FEMA.

The award information contained in this amendment supersedes award information listed in previous award packages and amendments. If you have any questions or concerns regarding your grant funds, please call 1-866-927-5646.

SHENAUZ SUBRINA WONG
Assistance Officer

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE:	Washington State Patrol
ORGANIZATION EIN:	916001127
ORGANIZATION DUNS:	808883854
ORGANIZATION TYPE:	Others (specify)
ORGANIZATION CONGRESSIONAL DISTRICT CODE:	WA-03
ORGANIZATION PHYSICAL ADDRESS:	210-11th Ave SW, Room 116 Olympia, WA 98504 - 2602
ORGANIZATION MAILING ADDRESS:	PO Box 42602 Olympia, WA -
PROGRAM:	Port Security Grant Program
SOLICITATION NAME:	Fiscal Year (FY) 2017 Port Security Grant Program (PSGP)
SOLICITATION YEAR:	2017
SOLICITATION DESCRIPTION:	The Department of Homeland Security Port Security Grant Program (PSGP) plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The PSGP\\\\\\\\ \\\\\\\'s allowable costs support efforts to build and sustain core capabilities across Prevention, Protection, Mitigation, Response, and Recovery mission areas, with specific focus on addressing the security needs of our Nation\\\\\\\\\\\\\\ \'s maritime ports. The PSGP supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.
AMENDMENT NUMBER:	EMW-2017-PU-00587-A02

Name of the AO who signed the amendment

SHENAUZ WONG

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Article XL - Lobbying Prohibitions

Article XLI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Article XLII - Hotel and Motel Fire Safety Act of 1990

Article I - Summary Description of Project

Project 1: Automated License Plate Reader (ALPR) Deployment is fully funded for $132,720.

Project 2: Ferry Security Law Enforcement Response Equipment is partially funded for $533,141.

Project 3: Risk Reduction Resource Allocation Model Sustainment is fully funded for $32,088.

Article II - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article III - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article IV - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article V - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article VI - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article VII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article VIII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article IX - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. section 100.201.)

Article XI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

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In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XIV - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article XVI - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XVII - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XVIII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XIX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the

handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXI - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXII - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXIII - SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXIV - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXV - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVI - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXVII - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXVIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XXIX - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101-12213).

Article XXX - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXXI - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXII - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXIV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.
DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXVII - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XL - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XLI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XLII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

Obligating Document for Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2017-PU-00587-S01	EMW-2017-PU-00587-A02	916001127	AMENDMENT	W510988N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Patrol 210-11th Ave SW, Room 116 PO Box 42602 Olympia, WA 98504 - 2602	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Simon Tee	3605964052	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
10/09/2018		Cost Reimbursement	**From:** 09/01/2017 **Budget Period** 09/01/2017	**To:** 08/31/2020 08/31/2020

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2017-FA-B411-P410- -4101-D	$697,949.00	$0.00	$697,949.00	See Totals
TOTALS			**$697,949.00**	**$0.00**	**$697,949.00**	**$232,650.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL OR DESIGNEE (at the time of the Award) (Name and Title)	SIGNATURE DATE
Tee, Simon Mr	10/04/2017 16:20
18. FEMA SIGNATORY OFFICIAL (Name and Title) SHENAUZ SUBRINA WONG, Assistance Officer	DATE Tue Oct 09 14:55:22 GMT 2018

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Simon Tee
Washington State Patrol
210-11th Ave SW, Room 116
PO Box 42602
Olympia, WA 98504 - 2602

Re: Grant No.EMW-2017-PU-00587

Dear Simon Tee:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Port Security Grant Program has been approved in the amount of $697,949.00. As a condition of this award, you are required to contribute a cost match in the amount of $232,650.00 of non-Federal funds, or 25 percent of the total approved project costs of $930,599.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

THOMAS GEORGE DINANNO GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE:	Washington State Patrol
PROGRAM:	Port Security Grant Program
AGREEMENT NUMBER:	EMW-2017-PU-00587-S01

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Article XL	National Environmental Policy Act
Article XLI	Lobbying Prohibitions
Article XLII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XLIII	Hotel and Motel Fire Safety Act of 1990

Article I - Summary Description of Project

Project 1: Automated License Plate Reader (ALPR) Deployment is fully funded for $132,720.

Project 2: Ferry Security Law Enforcement Response Equipment is partially funded for $533,141.

Project 3: Risk Reduction Resource Allocation Model Sustainment is fully funded for $32,088.

Article II - Hold on Specific Funds - Project/Investment

The **Washington State Patrol** is prohibited from obligating, expending, or drawing down the federal funds identified in this Article until the following requirements are met by the recipient and this condition is subsequently rescinded by FEMA: Funds in the amount of **$697,949.00** budgeted for

investment/project # **1** - **Automated License Plate Reader Deployment**

investment/project # **2** - **Ferry Security Law Enforcement Response Equipment**

investment/project # **3** - **Risk Reduction Resource Allocation Model Sustainment**

are on hold pending submission of a detailed costs breakdown and justifications by the recipient, and a review and approval of those justifications by FEMA.

Article III - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article IV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article V - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article VI - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article VII - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article VIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XI - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. section 100.201.)

Article XII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XIII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once

notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XV - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XVI - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article XVII - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XVIII - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XIX - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXI - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXIII - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXIV - SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXV - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXVI - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVII - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXVIII - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XXX - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101-12213).

Article XXXI - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXXII - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXIII - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXIV - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.
DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXVII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXVIII - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R.

Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XL - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XLI - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XLII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XLIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

BUDGET COST CATEGORIES

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$887,815.00
Supplies	$0.00
Contractual	$42,784.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2017-PU-00587-S01	***	916001127	AWARD	W510988N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Patrol 210-11th Ave SW, Room 116 PO Box 42602 Olympia, WA, 98504 - 2602	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Simon Tee	3605964052	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
09/01/2017	PARS	Cost Reimbursement	**From:** 09/01/2017 **Budget Period** 09/01/2017	**To:** 08/31/2020 08/31/2020

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2017-FA-B411-P410- -4101-D	$0.00	$697,949.00	$697,949.00	See Totals
TOTALS			**$0.00**	**$697,949.00**	**$697,949.00**	**$232,650.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Simon Tee, Mr	Wed Oct 04 16:20:21 GMT 2017

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
 ANDREW HAROLD MCLARTY , Assistance Officer	Wed Sep 20 22:06:15 GMT 2017

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 29, 2017

Assistant Chief Jason Berry
Washington State Patrol
PO Box 42602
Olympia, WA 98504

Dear Assistant Chief Berry:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY17 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program (Formula) in the amount of $1,559,282 for Washington State Patrol. This funding is for the project titled, "FY 2017 DNA Capacity Enhancement and Backlog Reduction Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Virginia T. Hernandez, Grant Manager at (202) 616-5910; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Alan R. Hanson

Alan R. Hanson
Acting Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 29, 2017

Assistant Chief Jason Berry
Washington State Patrol
PO Box 42602
Olympia, WA 98504

Dear Assistant Chief Berry:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
Washington State Patrol
PO Box 42602
Olympia, WA 98504

4. AWARD NUMBER: 2017-DN-BX-0092

5. PROJECT PERIOD: FROM 01/01/2018 TO 12/31/2019
BUDGET PERIOD: FROM 01/01/2018 TO 12/31/2019

6. AWARD DATE 09/29/2017

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
916001127

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
808883854

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Washington State Patrol Forensic DNA Initiative

10. AMOUNT OF THIS AWARD $ 1,559,282

11. TOTAL AWARD $ 1,559,282

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY17(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 115-31, 131 Stat. 135, 204; 28 USC 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.741 - DNA Backlog Reduction Program

15. METHOD OF PAYMENT
GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Alan R. Hanson
Acting Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL
Alan R. Hanson

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Jason Berry
CVEB Assistant Chief

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
J Berry

19A. DATE
10-9-17

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DN	60	00	00		1559282

21. SDNSGT0091

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

SPECIAL CONDITIONS

4. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

   The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

    The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

    The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

SPECIAL CONDITIONS

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.

SPECIAL CONDITIONS

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

SPECIAL CONDITIONS

26. Privacy; quality assurance; CODIS/NDIS

The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 42 U.S.C. section 14132(b)(3).

The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community.

The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated with funding from this award may be entered into any non-governmental database without prior express written approval from NIJ.

If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS.

If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA database samples analyzed with funding under this award are analyzed for all 20 CODIS core STR loci, using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all profiles obtained from DNA database samples with funding from this award are entered into CODIS within 90 days of completion of analysis, and uploaded into NDIS.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

27. No research; nonsupplanting of State or local government funds

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ program manager for the award.

The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.

SPECIAL CONDITIONS

28. The recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this fiscal year 2017 award, above and beyond those that will be analyzed using funds from other sources.

    If applicable, the recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this fiscal year 2017 award, above and beyond those that can be analyzed or reviewed using funds from other sources.

29. The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the NIJ DNA Capacity Enhancement and Backlog Reduction Program by the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

    The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the NIJ FY 2017 DNA Capacity Enhancement and Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2017 program solicitation.

    The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

30. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to the NIJ program manager for the award within ten (10) business days of implementation of the change.

31. Absent prior express written approval from NIJ, rates for any lodging charged to the award may not exceed the posted GSA rate for the location. (If the recipient opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.)

32. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

33. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

SPECIAL CONDITIONS

34. Semiannual progress report narratives

The recipient agrees that its semiannual progress report narratives will include the following: (1) a summary of project goals for the fiscal year 2017 grant; (2) the grant activities performed during the reporting period; (3) the effects of such grant activities toward achieving each project goal for the fiscal year 2017 grant; (4) a description of any observed increases in evidence submissions; and (5) a description of any issues that may negatively impact project goals for the fiscal year 2017 grant.

Final progress report

The recipient agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of performance under this award. This report will include the following: a summary and assessment of the program carried out with the fiscal year 2017 grant, which shall include a comparison of pre-grant and post-grant DNA-forensic capacity and take into account cumulative performance measure data.

The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

35. Semiannual performance measure data reporting - Forensic DNA casework and capacity enhancement
The recipient agrees to submit applicable performance measure data regarding forensic DNA casework and capacity enhancement at the same time that it submits its semiannual progress reports. These semiannual performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://www.nijpmt.org. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the beginning of the award period, and the average number of forensic DNA samples analyzed per analyst/month at the beginning of the award period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the reporting period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the reporting period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the reporting period, the number of forensic biology/DNA cases analyzed during the reporting period using funds provided under this award, and the number of DNA profiles from forensic analyses entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for forensic casework DNA backlog reduction projects -- the number of CODIS hits during the reporting period attributable to the forensic analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

SPECIAL CONDITIONS

36. Semiannual Performance Measure Data Reporting - DNA database sample analysis and capacity enhancement
If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient agrees to submit applicable performance measure data at the same time that it submits its semiannual progress reports. These semiannual performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://www.nijpmt.org. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the beginning of the award period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the DNA profile to CODIS at the beginning of the award period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the reporting period, the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the reporting period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the reporting period, the number of DNA database samples analyzed during the reporting period using funds from this award, and the number of DNA profiles from DNA database samples entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for DNA database backlog reduction projects -- the number of CODIS hits during the reporting period resulting from DNA database profiles developed using funds provided under this award).

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

SPECIAL CONDITIONS

37. Final performance measure data reporting
The recipient agrees to submit applicable performance measure data at the same time that it submits its final report. These final performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://www.nijpmt.org. With respect to data concerning forensic DNA activities, the final report should contain: (1) for forensic DNA capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the project period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the project period; and (2) for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the project period, the cumulative number of forensic biology/DNA cases analyzed using funds provided under this award, the cumulative number of DNA profiles from forensic analyses entered into CODIS as a result of the funds provided under this award, and the cumulative number of CODIS hits attributable to forensic DNA analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient also agrees to submit applicable performance measure data with its final report. With respect to such data, the final report should contain: (1) for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the project period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the project period, and (2) for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the project period, the cumulative number of DNA database samples analyzed using funds provided under this award, the cumulative number of profiles from DNA database samples entered into CODIS as the result of funds provided under this award, and the cumulative number of CODIS hits resulting from DNA database profiles developed using funds provided under this award.

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

40. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

SPECIAL CONDITIONS

41. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

42. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

    The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

    It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

    The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

43. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

SPECIAL CONDITIONS

44. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

    Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

    Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

45. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.

46. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

47. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

48. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

49. The recipient may not obligate, expend, or draw down any funds until a revised proposal (and any necessary modifications to the budget and budget narrative) has been received and approved by the National Institute of Justice, and a Grant Adjustment Notice has been issued removing this condition.

U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Steven Schuetz, Physical Scientist

Subject: Environmental Assessment for Washington State Patrol

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts. Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER	PAGE 1 OF 1
2017-DN-BX-0092	

This project is supported under FY17(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 115-31, 131 Stat. 135, 204; 28 USC 530C

1. STAFF CONTACT (Name & telephone number)	2. PROJECT DIRECTOR (Name, address & telephone number)
Monte Evans (202) 307-5822	Bob Maki Chief Financial Officer P.O. Box 42602 Olympia, WA 98504-2602 (360) 596-4045

3a. TITLE OF THE PROGRAM	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
NIJ FY17 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program (Formula)	

4. TITLE OF PROJECT

Washington State Patrol Forensic DNA Initiative

5. NAME & ADDRESS OF GRANTEE	6. NAME & ADRESS OF SUBGRANTEE
Washington State Patrol PO Box 42602 Olympia, WA 98504	

7. PROGRAM PERIOD	8. BUDGET PERIOD
FROM: 01/01/2018 TO: 12/31/2019	FROM: 01/01/2018 TO: 12/31/2019

9. AMOUNT OF AWARD	10. DATE OF AWARD
$ 1,559,282	09/29/2017

11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Washington State Patrol through the Crime Laboratory Division is responsible for analyzing evidential material associated with criminal investigations for all state and local law enforcement agencies and medical examiners within the state.

Under state law (RCW 43.43.756) the Washington State Patrol Crime Laboratory Division (WSPCLD) is the established public provider of Forensic DNA services in Washington State. There are 5 casework DNA laboratories located throughout the state: Seattle, Tacoma, Marysville, Vancouver and Spokane. The CODIS database lab is also located in the same Seattle facility as the Crime Lab.

The 2015 sexual assault kit (SAK) DNA testing state law (SHB1068) that came into effect on July 1, 2015 expanded the DNA testing eligibility of sexual assault kits (SAK). This resulted in a consistent 70-80% increase in new SAK submissions causing a 53% overall increase in total case requests received. There are also an

estimated 6000 previously unsubmitted SAK cases across the state at law enforcement agencies that are now eligible for testing. With the additional mandates the backlog of all types of DNA cases is rapidly increasing. Furthermore, the change to expanded CODIS loci STR kits has increased the amount of data to interpret (16 loci to 27 loci) causing an increase in the amount of time the analyst spends per case.

There are between 15 to 20 new Unidentified Human Remains (UHR) cases in Washington State annually. Previously the testing has been done at the University of North Texas under their NIJ funding. This program has come to an end. Consequently, this year the focus of our application will be on outsourcing cases. This will help mitigate the effects of increased SAK case submissions, and compensate for the loss of the UHR outsourcing case resource.

As proposed also in the project plan, WSPCLD will maintain grant funded positions to retain current staff and overtime work. The funding of the IT4 specialist, 3 lab technicians and creation of a new IT4 position for LIMS DNA data management will help address the chronic staff shortage to provide WSPCLD DNA services. The overtime for casework DNA analysts will allow more cases to be completed than could be done during regular hours. The project plan includes an external DNA QAS audit in 2019. This will be required for WSPCLD to remain a NDIS participating laboratory.

The expected result of utilizing overtime funded by this award is that more than 50 additional case requests will be completed. The expected result of outsourcing of backlogged DNA cases is that an additional 264 cases will be completed. The expected result of outsourcing Unidentified Human Remains cases is that about 17 cases will be completed. Although the backlog will still increase because of the increased SAK submissions, the WSPCLD expects to keep the mean turnaround time as short as possible. The outsourcing will help reduce the backlog of cases and will provide DNA analysis service for Unidentified Human Remains cases. The added IT support will help with the management of outsourced cases and backlogged cases.

nca/ncf

All Active

Change Requested

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

Modify Budget GAN

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2018 - 12/31/2019	**GAN Number:**	003
Grantee Address:	PO BOX 42602 OLYMPIA, 98504	**Program Office:**	NIJ	**Date:**	04/13/2018
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Monte E Evans		
Grantee EIN:	91-6001127	**Application Number (s):**	2017-90710-WA-DN		
Vendor #:	916001127	**Award Number:**	2017-DN-BX-0092		
Project Title:	Washington State Patrol Forensic DNA Initiative	**Award Amount:**	$1,559,282.00		

Note: There is no Final Review for this award.

Budget Modification

* All editable Budget fields must contain a numeric value.

Categories	Approved Budget	Requested Changes to Budget	Revised Budget
A. Personnel	$328442	$0	$328442
B. Fringe Benefits	$129044	$0	$129044
C. Travel	$21468	$0	$21468
D. Equipment	$4000	$200000	$204000
E. Supplies	$23908	$0	$23908
F. Construction	$0	$0	$0
G. Contractual	$1043550	$-200000	$843550
H. Other	$8870	$0	$8870
TOTAL DIRECT COST	$1559282	$0	$1559282
Total Direct Costs = (Sum of lines A-H)			
INDIRECT COST	$0	$0	$0

TOTAL PROJECT COST	$ 1559282	$ 0	$ 1559282

Total Project Costs = Total Direct Costs + Indirect Cost
Total Project Costs = Federal Funds Approved + Non-Federal Funds + Program Income

FEDERAL FUNDS APPROVED	$ 1559282		$ 1559282
NON-FEDERAL FUNDS APPROVED	$ 0	$ 0	$ 0
PROGRAM INCOME	$ 0	$ 0	$ 0

***Required Justification for Budget Modification**

The purpose of the Scope Change is to move $200,000 from the Consultants/Contracts budget category to the Equipment category. This move will address a change in the status of DNA typing service for UHR cases and provide needed

Attachments:

Filename:	User:	Timestamp:	Action:
Budget Detail and Narrative highlights changes.pdf	BMakix	03/22/2018 7:57 PM	Delete Attachment
BudgetDetail and Narrative combined draft rev.pdf	BMakix	03/22/2018 7:57 PM	Delete Attachment
Letter Justification BudModGAN WSP.pdf	BMakix	03/22/2018 7:58 PM	Delete Attachment
Narrative Justification ScopeChange 2017-DN-BX-0092 final.doc	BMakix	03/22/2018 7:58 PM	Delete Attachment

Actions:

Close

Printer Friendly Version

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OCFMD - Supervisor	islercyn	04/13/2018 1:43 PM	View Note
Submitted	PO - Grant Manager	BMakix	03/22/2018 8:00 PM	View Note
Draft	EXTERNAL - External User	BMakix	03/22/2018 7:59 PM	View Note
Draft	EXTERNAL - External User	BMakix	03/22/2018 7:57 PM	View Note

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Sgt. Mike Crowder
Washington State Patrol
210 11th Ave.
Olympia, WA 98504

November 28, 2017

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2018

Dear Sgt. Crowder:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #: Code 3(f)
Dates of the Agreement: 10/01/2017 through 09/30/2018 (Fiscal 2018)
Funding Amount: $ 2,500.00
Sponsoring Federal Agency: DEA

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2018

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $18,042.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2017). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Knut E. Ellenes at 415 436 7989.

Very truly yours,

Brian Stretch
United States Attorney

Stephanie Hinds
OCDETF Regional Director
Pacific Region

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2018
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

_____ _____

Date Signature of State/Local Official

_____

Print Name/Title

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY 2018 Agreement

FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: Code 45 DC#: T-32-

Amount Requested:

$2,500.00

Number of Officers Listed: 1

From: October 1, 2017
Beginning Date of Agreement

To: September 30, 2018
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

Operation Name: [redacted]

Federal Agency Investigations:
Number: RH-16-0032

State or Local Organization

Narcotics Supervisor: Sgt. Mike Crowder

Telephone Number: 360 596 4045

E-mail Address: mcrowder@grantcountywa.gov

State or Local Organization Name:
Washington State Patrol

Address to receive OCDETF paperwork (no PO Boxes):

ATTN: Lt. Mike Eggleston

210 11th Ave SW

Olympia WA 98501

Sponsoring Federal Agency(ies):
DEA Spokane

Sponsoring Federal Agency Group/Squad Supervisor: GS Mark Haigh

Telephone Number: (509) 353-2964

E-mail Address: Mark.T.Haigh@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Robert L. Maki

Telephone Number: (360) 596-4045

E-mail Address: Bob.Maki@wsp.wa.gov

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2018.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

23. Restrictions: Benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual $ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____ Asst. Chief 10-26-17
Authorized State or Local Official *Title* *Date*

JASON BERRY
Print Name

Approved By: _____ 10-31-17
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Mark Haigh
Print Name

Approved By: K. Erik Ellenes 11-6-17
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Code 3(c)	Detective	Code 25/25/Code 25(
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude 'full-time participation" by a participating local agency. These circumstances include the following:

1. Unforseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted; (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforseen circumstances; *i.e.,* when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be *APPROVED IN ADVANCE* of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

Acknowledged: JASON BERRY ASST. CHIEF 10-26-17

Authorized State or Local Official *Title* *Date*

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: Lt. Mike Eggleston
   Address: PO Box 42634
   Olympia, WA 98504

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements ***must*** be attached to every Agreement for each OCDETF investigation.

5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

6. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

7. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 18,042.00** from any Federal source this fiscal year.

Acknowledged: _____ ASST. CHIEF 10/26/17
Authorized State or Local Official *Title* *Date*

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

Name: Washington State Patrol
Address: PO Box 42602
Olympia WA 98504-2602
Taxpayer ID Number: Code 45

FINANCIAL INSTITUTION INFORMATION

Bank Name: US Bank
Nine-Digit ABA Routing Transit Number: 123000848
Depositor Account Number: Code 51(c)
Type of Account: (checking/savings) checking

POINT OF CONTACT

Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.

Contact Person Name: Alaine Johnson	Telephone Number: (360) 596-4033

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2018
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f) [redacted]
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

12/8/17
Date

Signature of State/Local Official

ROBERT MARK, CFO
Print Name/Title

MAILED
12/11/17

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504 • (360) 704-2400 • www.wsp.wa.gov

October 24, 2017

Mr. Mark T. Haigh
Resident Agent in Charge
Drug Enforcement Administration
Spokane Resident Office

RE: Memorandum of waiver or exception of OCDETF case: Code 3(f)

RAC Haigh:

Washington State Patrol (WSP) requests that WSP Detective Code 3(c), assigned to the Interagency Narcotics Enforcement Team (INET) and assisting with Operation Red File Wash, be given a waiver/exemption from the full-time OCDETF participation requirement. With his assignment to INET, WSP detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on particular OCDETF cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for considering our request. If you have any questions, please contact me at (360) 704-2422.

Sincerely,

Acting Captain Mike Eggleston
Investigative Assistance Division

ME:rmk

MAILED

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 24, 2017

Keith R. Weis
Special Agent in Charge
Drug Enforcement Administration
Seattle Field Division

Dear SAC Weis:

I am writing to you on behalf of the Washington State Patrol, concerning Detective Code 3(c) Shield Code 3(c), who is currently assigned to the Interagency Narcotics Enforcement Team (INET). Detective Code 3(c) was hired with WSP in February 1999.

The Washington State Patrol has reviewed the character and internal personnel files for Detective Code 3(c) and it confirms that Detective Code 3(c) is suitable for assignment with the DEA OCDETF and that it is not aware of any potential impeachment information regarding Detective Code 3(c) including any of the following: agency or judicial findings of misconduct relating to truth, bias, or integrity; substantive violations of law, Department policy or Department procedure; or pending investigations. Further, Detective Code 3(c) has not been previously convicted of a misdemeanor crime of domestic violence, within the meaning of Title 18, U.S.C., Section 922(g) (9). As a prerequisite to employment, the Washington State Patrol conducted a background investigation, including an FBI fingerprint check, and no derogatory information was uncovered.

Accordingly, the Washington State Patrol is prepared to report that Detective Code 3(c) is a member of the Washington State Patrol in good standing, has no delinquent financial obligations, and has met all of the hiring and drug use policy requirements, and is suitable to be assigned to the task force. There are no additional issues with Detective Code 3(c) that are relevant to the DEA's consideration of the request for deputation.

If you have any questions, please feel free to contact me, at (360) 704-2422.

Sincerely,

Acting Captain Mike Eggleston
Investigative Assistance Division

MAILED

ME:rmk

RECEIVED
JUN 28 2018
CONTRACTS

Washington State Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: **Washington State Patrol** **PO Box 42600** **Olympia, WA 98504-2600**	2.Grant Agreement Amount: **$528,515**	3. Grant Agreement Number: **E18-165**
4. Subrecipient Contact, phone/email: **Rebecca Kirby 360-596-4071** **Rebecca.kirby@wsp.wa.gov**	5. Grant Agreement Start Date: **09/01/2017**	6. Grant Agreement End Date: **03/31/2020**
7. Department Contact, phone/email: **Deborah Henderson, 253-512-7470** **deborah.henderson@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **808883854**	9. UBI # (state revenue): **342-008-834**

10. Funding Authority:
Washington State Military Department (the "Department") and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: Code 45	12. Federal Award Date: **08/31/2017**	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: **97.067 - HSGP (17SHSP)**
14. Total Federal Award Amount: **$13,204,851**	15. Program Index # & OBJ/SUB-OBJ: **773ST, 773SE, 773SS, 773SG, 773SF, 73SA,773SO**	16. TIN: **N/A**
17. Service Districts: BY LEGISLATIVE DISTRICTS: **ALL** BY CONGRESSIONAL DISTRICTS: **ALL**	18. Service Area by County(ies): **ALL**	19. Women/Minority-Owned, State Certified? **X** N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification ☐ Personal Services ☐ Client Services **X** Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract **X** Grant **X** Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: **X** "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit **X** Public Organization/Jurisdiction **X** Non-Profit ☐CONTRACTOR **X** SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:
The purpose of the Federal Fiscal Year (FFY) 2017 Homeland Security Grant Program (17HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 17HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. 17HSGP supports core capabilities across the five mission area of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 17HSGP Award EMW-2017-SS-00101-S01, which is incorporated in and attached hereto as Attachment 1, and is making a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's Scope, Schedule, and Budget for the subaward are detailed in Attachment 2.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Attachments 1 and 2; and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS/FEMA Award and program documents**
3. **Scope, Schedule, and Budget**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

Signature 7/6/18 Date

Regan Anne Hesse, Chief Financial Officer
Washington State Military Department

BOILERPLATE APPROVED TO FORM:
Signature on File (10/26/2017)
Brian E. Buchholz, Assistant Attorney General

FOR THE SUBRECIPIENT:

Signature 6/28/18 Date

John R. Batiste, Chief
Washington State Patrol

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Form 09/09/2015 mll

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		MILITARY DEPARTMENT
Name	**Rebecca Kirby**	Name	**Deborah Henderson**
Title	**Contracts Specialist 2**	Title	**Program Coordinator**
E-Mail	**rebecca.kirby@wsp.wa.gov**	E-Mail	**Deborah.henderson@mil.wa.gov**
Phone	**360-596-4071**	Phone	**253-512-7470**
Name	**Arel Solie**	Name	**Gail Cram**
Title	**Homeland Security Section Commander**	Title	**Program Manager**
E-Mail	**arel.solie@wsp.wa.gov**	E-Mail	**gail.cram@mil.wa.gov**
Phone	**360-704-2962**	Phone	**253-512-7472**
Name		Name	**Dalton Gamboa**
Title		Title	**Program Assistant**
E-Mail		E-Mail	**dalton.gamboa@mil.wa.gov**
Phone		Phone	**253-512-7044**

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 17HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program" document, the DHS Award Letter for Grant Number EMW-2017-SS-00101-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment 1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 17HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 17HSGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 17HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program" document, the DHS Award Letter for Grant No. EMW-2017-SS-00101-S01 in Attachment 1, and the federal regulations commonly applicable to DHS/FEMA grants

iii. The Subrecipient shall be responsible to the Department for ensuring that all 17HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 1 of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment 2), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department's Key Personnel for approval with an explanation for the change.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and federal, state, or local auditors.

f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment 2), but not more frequently than monthly.

   Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Timeline (Attachment 2) and instead submit those costs on the next scheduled reimbursement due date contained in the Timeline.

g. Any request for extension of a due date in the Timeline (Attachment 2) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.

j. Failure to timely submit complete reports as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports are submitted and the Department has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

k. A written amendment will be required if the Subrecipient expects cumulative transfers among project budgets, as identified in the Scope and Budget (Attachment 2), to exceed 10% of the Grant Agreement Amount. Any adjustments to project totals other than in compliance with this paragraph will not be reimbursed.

l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

a. The Subrecipient shall submit with each reimbursement request a report indicating the status of activities (Attachment 2) for which reimbursement is sought in the format provided by the Department.

b. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms; which is incorporated by reference and made a part of this Agreement.

c. SHSP & UASI Subrecipients shall participate in the State's annual capabilities assessment for the State Preparedness Report.

4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Inventory system records shall include:
   A. description of the property
   B. manufacturer's serial number, model number, or other identification number;
   C. the source of funding for the equipment, including the Federal Award Identification Number (FAIN)
   D. Catalog of Federal Domestic Assistance (CFDA) number
   E. who holds the title
   F. acquisition date
   G. cost of the equipment and the percentage of federal participation in the cost
   H. location, use and condition of the equipment at the date the information was reported, and
   I. disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

A. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

B. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

C. For Equipment:

1) Items with a current per-unit fair-market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of $5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment and supply categories for 17HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/authorized-equipment-list. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring

purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

e. For OPSG Subrecipients, equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

f. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 17HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at https://www.fema.gov/office-environmental-planning-and-historic-preservation, all of which are incorporated in and made a part of this Agreement.

a. The Subrecipient proposing projects that have the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

b. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and approval received before** any work, for which reimbursement will be later requested, is started. Expenditures for projects started before the EHP review approval is received will not be reimbursed.

6. PROCUREMENT

a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.11.

b. For all sole source contracts expected to exceed $150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-

through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department the 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:

   i. review of financial and performance reports

   ii. monitoring and documenting the completion of Agreement deliverables

   iii. documentation of phone calls, meetings, e-mails, and correspondence

   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Attachment 2, and federal requirements

   v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations

   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

9. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential

Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. In order to receive FFY 2017 federal preparedness funding, to include HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/media-library/assets/documetns/130743.

B. HSGP SPECIFIC REQUIREMENTS

1. 17HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:

   a. Up to 5% percent of the HSGP award received by the Department may be used for management and administrative (M&A) purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for M&A costs under this Agreement is identified in the Budget (Attachment 2), and may be less than, but will not exceed, the maximum 5%.

   b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Attachment 2) and may differ from the combined 25% requirement. If the Subrecipient anticipates spending less than the indicated amount on LETPA activities as indicated in the Budget (Attachment 2), a budget amendment is required.

   c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the Department unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Attachment 2) and may differ from the 50% HSGP limit. If the Subrecipient anticipates spending an amount different than what's in the Budget (Attachment 2), a budget amendment is required.

2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a **nexus to terrorism** exists. All supported investments are based on capability targets and gaps identified during the assessment process.

3. UASI-funded projects must build and sustain the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from **acts of terrorism**.

4. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection, United States Border Patrol, and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

5. The Subrecipient shall use HSGP funds only to perform tasks as described in the Scope (Attachment 2), as approved by the Department, and in compliance with this Agreement.

6. Subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to develop their own TEP shall submit it to hseep@fema.dhs.gov and emd.training@mil.wa.gov no later than June 1st annually.

   a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.

7. Subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to hseep@fema.dhs.gov and emd.training@mil.wa.gov. Further information regarding the use of HSEEP can be found at https://hseep.preptoolkit.org/.

8. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including, but not limited to, the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

C. DHS FFY17 HSGP TERMS AND CONDITIONS

As a subrecipient of 17HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 17HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2017-SS-00101-S01, which are incorporated in and made a part of this Agreement as Attachment 1.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a subrecipient under this Agreement.

c. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

d. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. "**Investment**" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.
As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under

40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend **$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its corrective action plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms) to the Department at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s).

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the

corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

FFY17 HSGP Award Documents
EMW-2017-SS-00101-S01

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2017-SS-00101

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Homeland Security Grant Program has been approved in the amount of $13,204,851.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Homeland Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Washington Military Department
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2017-SS-00101-S01

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Article I - Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,476,000, Urban Area Security Initiative (UASI) funding in the amount of $5,180,000, and Operation Stonegarden (OPSG) funding in the amount of $1,548,851. The following counties shall receive Operation Stonegarden subawards for the following amounts: Clallam, $300,000; Colville Tribe, $65,000; Ferry, $100,000; Island, $140,000; Jefferson, $74,000; Okanogan, $136,680; Pend Oreille, $75,000; San Juan, $130,000; Skagit, $50,218; Stevens, $80,000; Swinomish Tribe, $52,953; Whatcom, $345,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.
DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article III - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other

individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article VI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article VII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article VIII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article IX - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article X - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XI - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XIII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XIV - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XV - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XVI - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XVII - SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XVIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XIX - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XX - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXI - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101-12213).

Article XXIV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXVIII - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXXII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXXIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

Article XXXIV - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXVIII - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XL - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XLI - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XLII - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. section 100.201.)

Article XLIII - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article XLIV - Fusion Center Investment Hold - SHSP

A program hold is placed on SHSP Investment #1 and the recipient is prohibited from obligating, expending, or drawing down SHSP funds in the amount of $628,515 in support of its State and/or Major Urban Area Fusion Center. In order to release this hold, the recipient is required to submit the Fusion Center Addendum, which captures requirements for all Fusion Center investments, per page 42 of the FY 2017 HSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive a copy of the Addendum, and to receive further guidance on the steps required to release this hold.

Article XLV - Fusion Center Investment Hold - UASI

A program hold is placed on UASI Investment #1 and the recipient is prohibited from obligating, expending, or drawing down UASI funds in the amount of $929,587 in support of its State and/or Major Urban Area Fusion Center. In order to release this hold, the recipient is required to submit the Fusion Center Addendum, which captures requirements for all Fusion Center investments, per page 42 of the FY 2017 HSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive a copy of the Addendum, and to receive further guidance on the steps required to release this hold.

BUDGET COST CATEGORIES

Personnel	$0.00

Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$13,056,331.00
Construction	$0.00
Indirect Charges	$148,520.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO EMW-2017-SS-00101-S01	2. AMENDMENT NO ***	3. RECIPIENT NO 91693095T	4. TYPE OF ACTION AWARD	5. CONTROL NO WS1093N, WS1094N, WS1095N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington Military Department Building 20 Camp Murray, WA, 98430-5122	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 FAX: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Charma Anderson		Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@fema.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
09/01/2017		Cost Reimbursement	From: 09/01/2017 Budget Period 09/01/2017	To: 08/31/2020 08/31/2020

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + (OR -)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2017-FA-H111-P410--4101-D	$0.00	$6,476,000.00	$6,476,000.00	See Totals
Homeland Security Grant Program	97.067	2017-FA-H125-P410--4101-D	$0.00	$1,548,851.00	$1,548,851.00	See Totals
Homeland Security Grant Program	97.067	2017-FA-H211-P410--4101-D	$0.00	$5,180,000.00	$5,180,000.00	See Totals
TOTALS			**$0.00**	**$13,204,851.00**	**$13,204,851.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here
N/A

16.a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Gail Crum,

DATE:
Tue Oct 03 19:35:07 GMT 2017

18. FEMA SIGNATORY OFFICIAL (Name and Title)
ANDREW HAROLD MCLAREY, Assistance Officer

DATE:
Tue Aug 31 16:01:41 GMT 2017

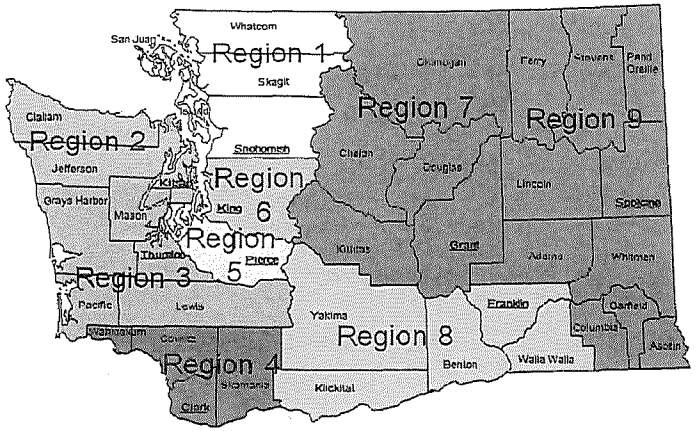
Washington State Patrol
17 SHSP
Overview

State Overview

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. Eighty-percent of the state's award is allocated to local and tribal units of government in accordance with Federal guidelines. Washington State is divided into nine Homeland Security Regions. Funding is allocated to Regions according to a county base, population, and population density funding formula. The remaining twenty percent is allocated to state agencies using a sustainment funding model. Each Homeland Security Region and participating State Agency submitted projects that were included in the State's Investment Justification. The projects were further detailed in subprojects, which are the focus of the work plan.

	Primary Points of Contact		253-512-XXXX
Region 1	Zoie Choate	zoie.choate@mil.wa.gov	7461
Region 2	Gary Stumph	gary.stumph@mil.wa.gov	7483
Region 3	Zoie Choate	zoie.choate@mil.wa.gov	7461
Region 4	Zoie Choate	zoie.choate@mil.wa.gov	7461
Region 5	Michael Alston	michael.alston@mil.wa.gov	7083
Region 6	Gary Stumph	gary.stumph@mil.wa.gov	7483
Region 7	Michael Alston	michael.alston@mil.wa.gov	7083
Region 8	Michael Alston	michael.alston@mil.wa.gov	7083
Region 9	Deborah Henderson	deborah.henderson@mil.wa.gov	7470
Bellevue, City of	Gary Stumph	gary.stumph@mil.wa.gov	7483
Seattle, City of	Gary Stumph	gary.stumph@mil.wa.gov	7483
Serve WA	Deborah Henderson	deborah.henderson@mil.wa.gov	7470
WSDA	Deborah Henderson	deborah.henderson@mil.wa.gov	7470
WSP	Deborah Henderson	deborah.henderson@mil.wa.gov	7470

Washington Homeland Security Regions



State Agency Governance

Following the nearly 65% reduction in homeland security funding from 2010-2012, the state transitioned to a sustainment funding model rather than a competitive process. The four agencies that had consistently received funding to carry out high-priority emergency preparedness activities, continue to receive funding. The agencies are: Serve Washington, Washington State Department of Agriculture, Washington State Emergency Management Division, and Washington State Patrol. The agencies receive funding commensurate with previous years. Funding allocations are presented annually to the Washington State Emergency Management Council for awareness and feedback.

Threats & Hazards

Terrorist targets include:
- Government facilities
- Transportation corridors
- Power generation and distribution systems
- Events where large numbers of citizens congregate
- Communications systems
- Canadian border

Primary all-hazard risks include:
- Wildland fire
- Severe winter storm
- Flood
- HazMat and HazMat Transportation
- Infectious disease
- Severe wind storms

Budget Thresholds and Caps

- The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for management and administration costs under this Agreement is identified in the Budget, and may be less than, but will not exceed, the maximum 5%.
- At least 25% of the overall award amounts for SHSP and UASI must be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget.

- The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget and may differ from the 50% HSGP limit.
- Any budget changes to LETPA and/or Personnel must be made in writing and will be reviewed for an amendment.

State Homeland Security Program - SHSP

Overall Investment Justification			**$6,476,000**
Requested Amount			$6,152,200
M&A - SAA			$323,800
Investment #1	Washington State Fusion Center		$628,515
	Project #1	WSP Support of Fusion Center	$528,515
	Project #2	Region 6 Support of Fusion Center	$100,000
Investment #2	Washington State Agencies Homeland Security Pro		$442,885
	Project #1	State Planning, Exercise, and Training	$275,923
	Project #2	Agriculture Emergency Planning	$74,804
	Project #3	Citizen Corps Program	$92,158
Investment #3	Washington Regional Homeland Security Projects		$5,080,800
	Project #1	Region 1 - Homeland Security	$595,199
	Project #2	Region 2 - Homeland Security	$296,903
	Project #3	Region 3 - Homeland Security	$379,032
	Project #4	Region 4 - Homeland Security	$440,572
	Project #5	Region 5 - Homeland Security	$759,385
	Project #6	Region 6 - Homeland Security	$1,359,714
	Project #7	Region 7 - Homeland Security	$289,602
	Project #8	Region 8 - Homeland Security	$371,301
	Project #9	Region 9 - Homeland Security	$589,092

Urban Area Security Initiative - UASI

Overall Investment Justification			**$5,180,000**
Requested Amount			$4,921,000
M&A - SAA			$259,000
Investment #1	Washington State Fusion Center		**$929,587**
	Project #1	WSP Support of Fusion Center	$479,587
	Project #2	Seattle Support of Fusion Center	$450,000
Investment #2	Seattle UASI		**$3,694,000**
	Project #1	Seattle Urban Area Sustainment and Enhancement	$3,694,000
Investment #3	Washington State Agencies Projects		**$297,413**
	Project #1	Statewide Planning, Training, and Exercise Program	$259,253
	Project #2	Citizen Corps Expo and Leadership Summit	$38,160

17SHSP
Work Plan and Budget

This work plan supports the 2017 Washington State HSGP (SHSP) Investment Justification, Investment #1 – Washington State Agencies Homeland Security Projects, Project #1—WSP Support of Fusion Center (WA16SHSP>INV-2>PROJ-1).

PROJECT DESCRIPTION

FUSION CENTER: The Washington State Fusion Center is the centerpiece of our state's ability to effectively intake, analyze, and disseminate homeland security/all-crimes information and intelligence. The focus of this project is to maintain the Fusion Center's ability to facilitate the sharing of intelligence and information between federal, state, local and private entities. This will be accomplished by:
1. Sustaining seven intelligence analysts to provide statewide analysis of threats;
2. Sustaining an Intelligence Management Systems coordinator to drive interoperability between intelligence systems and databases;
3. Acquiring equipment to be at the forefront of information sharing technologies; and
4. Providing training that engages and integrates partner agencies into the Fusion Center's information sharing network.

Award Amount $528,515

CAPs/Threshold Tracking

	CAP/Threshold	Budgeted Amount
Management & Administration (M&A)	5% of Agreement Amount	$20,344
Personnel Costs	50% of Overall Award	$445,511
LETPA	25% of UASI&SHSP Awards	$481,580

FUNDING CEILING

Category	Phase I	Phase II
M&A	$0	$0
PLANNING	$200,000	$5,982
ORGANIZATION	$250,000	$455,730
EQUIPMENT	$50,000	$20,351
TRAINING	$28,515	$19,384
EXERCISES	$0	$0
INDIRECT	$0	$27,068
TOTAL	$528,515	$528,515

Explanation for difference:

Phase I funding allocations are an estimate. Funding amounts are updated during the Biannual Strategy Implementation Report (BSIR) using Phase II allocations.

	SOLUTION AREA/ *BUDGET CATEGORY*	AMOUNT	PERSONNEL	LETPA	SUBPROJECT SCOPE	MILESTONES
M&A	*Salaries & Benefits*					
	Overtime/Backfill		$0			
	Goods & Services	$0				
	Travel & Per Diem	$0				
	Total	$0	$0			
Subproject #1	Planning	$5,982	$1,049	$5,982	**Goal:** This subproject enables the Washington State Fusion Center (WSFC) to sustain its Critical Operational Capabilities (COCs) of Receiving, Analyzing, Disseminating, and Gathering information. It sustains the WSFC's Enabling Capabilities (ECs), which include Privacy, Civil Rights, and Civil Liberties Protections; Sustainment Strategy; Communications; and Safety. **Link:** This subproject is directly linked to Investment #1, Project #1 of approved projects in the 17UASI Investment Justification. **Gaps/Focus Areas/Funding** - *Gap #1* : Without Fusion Center funding, there would be no statewide capability to receive, analyze, disseminate, and gather actionable intelligence and information. *Focus Area #1* : Sustain seven statewide analysts, as well as associated costs to support functions outlined in this subproject, to provide intake and analysis of domestic/international terrorism, maritime and border security, geospatial vulnerabilities, critical infrastructure threats, criminal activity with a potential link to terrorism, and cybersecurity. The analysts review, vet, and respond to 100% of tips and leads and requests for information; distribute analytic products for specific local, regional, and/or intelligence community needs; develop and disseminate case support and tactical products; and submit Suspicious Activity Reports through the E-Guardian system with the FBI. - *Gap #2* : Lack of interoperability between intelligence databases and technology systems. *Focus Area #2* : Sustain one Intelligence Management System coordinator (IMS), as well as associated costs to support functions outlined in this subproject, to merge disparate data systems into an integrated intelligence management solution. - *Gap #3* : The rapid evolution of technology requires continuous updates of core technology platforms, software, and applications. *Focus Area #3* : Acquire, deploy, and maintain emerging technology that	Develop courses of action
	Organization	$455,730	$427,420	$455,730		Vet courses of action with stakeholder groups
	Equipment	$20,351		$20,351		Implement approved courses of action

	SOLUTION AREA/ *BUDGET CATEGORY*	AMOUNT	PERSONNEL	LETPA	SUBPROJECT SCOPE	MILESTONES
	Training	$19,384	$3,146	$19,384	advances information sharing and analysis, promotes collaboration and innovation, and provides network security and resiliency. - *Gap #4* : Insufficient number of people and communities in Washington trained to recognize and report pre-incident indicators and warnings of terrorism. *Focus Area #4* : Provide Basic and Intermediate Fusion Liaison Officer (FLO) training courses, Terrorism Recognition Awareness Prevention Partnership (TRAPP) training, and other similar training courses that enable the WSFC, public, private, and non-government partners to effectively share information, as well as associated costs to support functions outlined in this subproject.	Validate if actions achieved desired outcome
	Exercises	$0	$0	$0	*Desired Outcomes* : The WSFC's desired outcome is the same as the intelligence and information sharing target capability outcome from the 2008 Target Capability List: "Effective and timely sharing of information and intelligence occurs across Federal, State, local, tribal, regional, and private sector entities to achieve coordinated awareness of, prevention of, protection against, and response to a threatened or actual domestic terrorist attack, major disaster, or other emergency." "More simply, the goal is to get the right information to the right people at the right time."	Evaluate success of desired outcome and determine next steps
	Total	$501,447	$431,615	$501,447		

SUBTOTAL	$501,447	$431,615	$501,447
INDIRECT	$27,068		
TOTAL	$528,515	% of Award	
PERSONNEL AMOUNT	$431,615	82%	
LETPA AMOUNT	$501,447	95%	

Given Personnel Costs and LETPA are calculated on a statewide basis, it is acceptable for local percentages to deviate from the grant requirement. However, any budget changes to LETPA and/or Personnel expenses will require an amendment.

Washington State Patrol
17SHSP
Timeline

Date	Task
September 1, 2017	Grant Agreement Start Date
April 1, 2018	Estimated date work will begin
NLT July 31, 2018	Submit Spend Plan, Reimbursement Request, and Progress Report
NLT October 31, 2018	Submit Reimbursement Request and Progress Report
NLT January 31, 2019	Submit Reimbursement Request and Progress Report
NLT April 30, 2019	Submit Reimbursement Request and Progress Report
NLT July 31, 2019	Submit Reimbursement Request and Progress Report
NLT October 31, 2019	Submit Reimbursement Request and Progress Report
NLT January 31, 2020	Submit Reimbursement Request and Progress Report
March 31, 2020	Grant Agreement End Date. All work ceases.
NLT May 15, 2020	Submit Final Reimbursement Request and Closeout Report. * Reports are due before final invoice will be reimbursed.

WSP Contract No. K13541

Washington State Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

RECEIVED
JUN 29 2018
CONTRACTS

1. Subrecipient Name and Address: **Washington State Patrol** **PO Box 42600** **Olympia, WA 98504-2600**	2.Grant Agreement Amount: **$479,587**	3. Grant Agreement Number: **E18-168**
4. Subrecipient Contact, phone/email: **Rebecca Kirby, 360-596-4071** **rebecca.kirby@wsp.wa.gov**	5. Grant Agreement Start Date: **09/01/2017**	6. Grant Agreement End Date: **08/31/2019**
7. Department Contact, phone/email: **Deborah Henderson, 253-512-7470** **Deborah.henderson@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **808883854**	9. UBI # (state revenue): **342-008-834**

10. Funding Authority:
Washington State Military Department (the "Department") and the **U.S. Department of Homeland Security** (DHS)

11. Federal Funding Identification #: [redacted] Code 45	12. Federal Award Date: **08/31/2017**	13. Catalog of Federal Domestic Assistance (CFDA) # & Title: **97.067 HSGP (17UASI)**
14. Total Federal Award Amount: **$13,204,851**	15. Program Index # & OBJ/SUB-OBJ: **773UB, 773UC, 773UH, 773UL, 773UQ, 773UZ / NZ**	16. TIN: **N/A**
17. Service Districts: BY LEGISLATIVE DISTRICTS: **ALL** BY CONGRESSIONAL DISTRICTS: **ALL**	18. Service Area by County(ies): **ALL**	19. Women/Minority-Owned, State Certified? X N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification ☐ Personal Services ☐ Client Services **X** Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract **X** Grant **X** Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Subrecipient Selection Process: **X** "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit **X** Public Organization/Jurisdiction **X** Non-Profit ☐CONTRACTOR **X** SUBRECIPIENT ☐ OTHER

24. PURPOSE & DESCRIPTION:

The purpose of the Federal Fiscal Year (FFY) 2017 Homeland Security Grant Program (17HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 17HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. 17HSGP supports core capabilities across the five mission area of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

The Department is the Recipient and Pass-through Entity of the 17HSGP Award EMW-2017-SS-00101-S01, which is incorporated in and attached hereto as Attachment 1, and is making a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's Scope, Schedule, and Budget for the subaward are detailed in Attachment 2.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Attachments 1 and 2; and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS/FEMA Award and program documents**
3. **Scope, Schedule, and Budget**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

Signature Date 7/6/18

Regan Anne Hesse, Chief Financial Officer
Washington State Military Department

FOR THE SUBRECIPIENT:

Signature Date 6/28/18

for John R. Batiste, Chief
Washington State Patrol

BOILERPLATE APPROVED TO FORM:
Signature on File (10/26/2017)
Brian E. Buchholz, Assistant Attorney General

APPROVED AS TO FORM (if applicable):

Applicant's Legal Review Date

Form 09/09/2015 mll

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		MILITARY DEPARTMENT
Name	**Rebecca Kirby**	Name	**Deborah Henderson**
Title	**Contracts Specialist 2**	Title	**Program Coordinator**
E-Mail	Rebecca.kirby@wsp.wa.gov	E-Mail	deborah.henderson@mil.wa.gov
Phone	**360-596-4071**	Phone	**253-512-7470**
Name	**Arel Solie**	Name	**Sierra Wardell**
Title	**Homeland Security Section Commander**	Title	**Section Supervisor**
E-Mail	Arel.solie@wsp.wa.gov	E-Mail	Sierra.wardell@mil.wa.gov
Phone	**360-704-2962**	Phone	**253-512-7121**
Name		Name	**Dalton Gamboa**
Title		Title	**Program Assistant**
E-Mail		E-Mail	dalton.gamboa@mil.wa.gov
Phone		Phone	**253-512-7044**

ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 17HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program" document, the DHS Award Letter for Grant Number EMW-2017-SS-00101-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment 1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 17HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 17HSGP funds, including, but not limited to, those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 17HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2017 Homeland Security Grant Program" document, the DHS Award Letter for Grant No. EMW-

2017-SS-00101-S01 in Attachment 1, and the federal regulations commonly applicable to DHS/FEMA grants

iii. The Subrecipient shall be responsible to the Department for ensuring that all 17HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment 1 of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment 2), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department's Key Personnel for approval with an explanation for the change.

d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.

e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and federal, state, or local auditors.

f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment 2), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Timeline (Attachment 2) and instead submit those costs on the next scheduled reimbursement due date contained in the Timeline.

g. Any request for extension of a due date in the Timeline (Attachment 2) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.

h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.

j. Failure to timely submit complete reports as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports are submitted and the Department has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

k. A written amendment will be required if the Subrecipient expects cumulative transfers among project budgets, as identified in the Scope and Budget (Attachment 2), to exceed 10% of the Grant Agreement Amount. Any adjustments to project totals other than in compliance with this paragraph will not be reimbursed.

l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

a. The Subrecipient shall submit with each reimbursement request a report indicating the status of activities (Attachment 2) for which reimbursement is sought in the format provided by the Department.

b. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms; which is incorporated by reference and made a part of this Agreement.

c. SHSP & UASI Subrecipients shall participate in the State's annual capabilities assessment for the State Preparedness Report.

4. EQUIPMENT AND SUPPLY MANAGEMENT

a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iii. Inventory system records shall include:
   A. description of the property
   B. manufacturer's serial number, model number, or other identification number;
   C. the source of funding for the equipment, including the Federal Award Identification Number (FAIN)
   D. Catalog of Federal Domestic Assistance (CFDA) number
   E. who holds the title
   F. acquisition date
   G. cost of the equipment and the percentage of federal participation in the cost
   H. location, use and condition of the equipment at the date the information was reported, and
   I. disposition data including the date of disposal and sale price of the property.

iv. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.

vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

A. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

B. For Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

C. For Equipment:

1) Items with a current per-unit fair-market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of $5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable equipment and supply categories for 17HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at http://www.fema.gov/authorized-equipment-list. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring

purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

e. For OPSG Subrecipients, equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

f. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 17HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at https://www.fema.gov/office-environmental-planning-and-historic-preservation, all of which are incorporated in and made a part of this Agreement.

a. The Subrecipient proposing projects that have the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.

b. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and approval received before** any work, for which reimbursement will be later requested, is started. Expenditures for projects started before the EHP review approval is received will not be reimbursed.

6. PROCUREMENT

a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.11.

b. For all sole source contracts expected to exceed $150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-

through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department the 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:

   i. review of financial and performance reports

   ii. monitoring and documenting the completion of Agreement deliverables

   iii. documentation of phone calls, meetings, e-mails, and correspondence

   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Attachment 2, and federal requirements

   v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations

   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

9. NIMS COMPLIANCE

a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential

Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

c. In order to receive FFY 2017 federal preparedness funding, to include HSGP, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at https://www.fema.gov/media-library/assets/documetns/130743.

B. HSGP SPECIFIC REQUIREMENTS

1. 17HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:

   a. Up to 5% percent of the HSGP award received by the Department may be used for management and administrative (M&A) purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for M&A costs under this Agreement is identified in the Budget (Attachment 2), and may be less than, but will not exceed, the maximum 5%.

   b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Attachment 2) and may differ from the combined 25% requirement. If the Subrecipient anticipates spending less than the indicated amount on LETPA activities as indicated in the Budget (Attachment 2), a budget amendment is required.

   c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the Department unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Attachment 2) and may differ from the 50% HSGP limit. If the Subrecipient anticipates spending an amount different than what's in the Budget (Attachment 2), a budget amendment is required.

2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a **nexus to terrorism** exists. All supported investments are based on capability targets and gaps identified during the assessment process.

3. UASI-funded projects must build and sustain the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from **acts of terrorism**.

4. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection, United States Border Patrol, and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

5. The Subrecipient shall use HSGP funds only to perform tasks as described in the Scope (Attachment 2), as approved by the Department, and in compliance with this Agreement.

6. Subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to develop their own TEP shall submit it to hseep@fema.dhs.gov and emd.training@mil.wa.gov no later than June 1st annually.

   a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.

7. Subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to hseep@fema.dhs.gov and emd.training@mil.wa.gov. Further information regarding the use of HSEEP can be found at https://hseep.preptoolkit.org/.

8. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including, but not limited to, the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

C. DHS FFY17 HSGP TERMS AND CONDITIONS

As a subrecipient of 17HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 17HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2017-SS-00101-S01, which are incorporated in and made a part of this Agreement as Attachment 1.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**Agreement**" means this Grant Agreement.

b. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a subrecipient under this Agreement.

c. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

d. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

e. "**Investment**" means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.
As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under

40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend **$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its corrective action plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms) to the Department at the address listed above identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s).

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the

corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;

f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

FFY17 HSGP Award Documents
EMW-2017-SS-00101-S01

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2017-SS-00101

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Homeland Security Grant Program has been approved in the amount of $13,204,851.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Homeland Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:	Washington Military Department
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2017-SS-00101-S01

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Article XLIII	Operation Stonegarden Program Hold
Article XLIV	Fusion Center Investment Hold - SHSP
Article XLV	Fusion Center Investment Hold - UASI

Article I - Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,476,000, Urban Area Security Initiative (UASI) funding in the amount of $5,180,000, and Operation Stonegarden (OPSG) funding in the amount of $1,548,851. The following counties shall receive Operation Stonegarden subawards for the following amounts: Clallam, $300,000; Colville Tribe, $65,000; Ferry, $100,000; Island, $140,000; Jefferson, $74,000; Okanogan, $136,680; Pend Oreille, $75,000; San Juan, $130,000; Skagit, $50,218; Stevens, $80,000; Swinomish Tribe, $52,953; Whatcom, $345,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.
DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article III - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other

individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article VI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article VII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article VIII - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article IX - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article X - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XI - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article XIII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XIV - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XV - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XVI - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XVII - SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XVIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XIX - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XX - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXI - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101-12213).

Article XXIV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXVII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXVIII - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXI - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXXII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXXIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

Article XXXIV - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXVI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVII - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXVIII - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XL - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XLI - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XLII - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. section 100.201.)

Article XLIII - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article XLIV - Fusion Center Investment Hold - SHSP

A program hold is placed on SHSP Investment #1 and the recipient is prohibited from obligating, expending, or drawing down SHSP funds in the amount of $628,515 in support of its State and/or Major Urban Area Fusion Center. In order to release this hold, the recipient is required to submit the Fusion Center Addendum, which captures requirements for all Fusion Center investments, per page 42 of the FY 2017 HSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive a copy of the Addendum, and to receive further guidance on the steps required to release this hold.

Article XLV - Fusion Center Investment Hold - UASI

A program hold is placed on UASI Investment #1 and the recipient is prohibited from obligating, expending, or drawing down UASI funds in the amount of $929,587 in support of its State and/or Major Urban Area Fusion Center. In order to release this hold, the recipient is required to submit the Fusion Center Addendum, which captures requirements for all Fusion Center investments, per page 42 of the FY 2017 HSGP Notice of Funding Opportunity. Please contact your DHS/FEMA GPD Headquarters Program Analyst to receive a copy of the Addendum, and to receive further guidance on the steps required to release this hold.

BUDGET COST CATEGORIES

Personnel	$0.00

Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$13,056,331.00
Construction	$0.00
Indirect Charges	$148,520.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO EMW-2017-SS-00001-S01	2. AMENDMENT NO ***	3. RECIPIENT NO 91600760T	4. TYPE OF ACTION AWARD	5. CONTROL NO WS1008N, WS1009N, WS1010N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington Military Department Building 20 Camp Murray, WA, 98430-9122	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 FAX: 866-927-5646	Financial Services Branch 500 C Street, S W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Claurna Anderson		Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	To:
09/01/2017		Cost Reimbursement	09/01/2017	08/31/2020
			Budget Period	
			09/01/2017	08/31/2020

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) NNNN-NNN-NNNNNN-NNNNN-NNNN-NNNN-NNNNN-N	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2017-FA-0111-P410-410I-D	$0.00	$6,476,000.00	$6,476,000.00	See Totals
Homeland Security Grant Program	97.067	2017-FA-0125-P410-410I-D	$0.00	$1,548,851.00	$1,548,851.00	See Totals
Homeland Security Grant Program	97.067	2017-FA-0211-P410-410I-D	$0.00	$5,180,000.00	$5,180,000.00	See Totals
TOTALS			$0.00	$13,204,851.00	$13,204,851.00	$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here
N/A

16.a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Gail Cum,

DATE
Tue Oct 03 19:35:09 GMT 2017

18. FEMA SIGNATORY OFFICIAL (Name and Title)
ANDREW HAROLD MELARTY, Assistance Officer

DATE
Tue Aug 31 19:01:41 GMT 2017

Washington State Patrol
17UASI
Overview

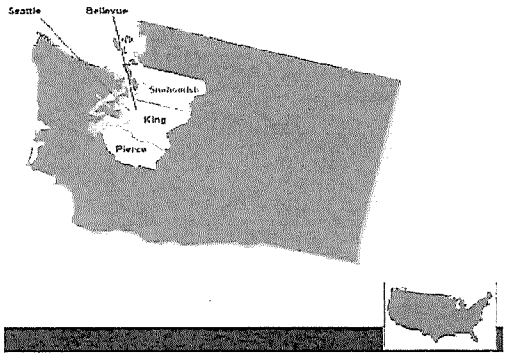
State Overview

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. A minimum of 80 percent of the state's award is allocated to local units of government within the designated Urban Area in accordance with Federal guidelines. The remaining amount is allocated to state agencies using a sustainment funding model. The Seattle Urban area is comprised of five member jurisdictions: City of Seattle, City of Bellevue, King County, Pierce County and Snohomish County. The Urban Area Working Group (UAWG) is comprised of voting members from each jurisdiction. The UAWG reports to the Urban Area Core Group (Core Group), which is the governing body for setting priorities and allocating funding. Each funding cycle the Seattle UASI undergoes a process to develop the Investment Justification. The process includes project development, vetting, and voting.

		Primary Points of Contact	253-512-XXXX
Region 1	Zoie Choate	zoie.choate@mil.wa.gov	7461
Region 2	Gary Stumph	gary.stumph@mil.wa.gov	7483
Region 3	Zoie Choate	zoie.choate@mil.wa.gov	7461
Region 4	Zoie Choate	zoie.choate@mil.wa.gov	7461
Region 5	Michael Alston	michael.alston@mil.wa.gov	7083
Region 6	Gary Stumph	gary.stumph@mil.wa.gov	7483
Region 7	Michael Alston	michael.alston@mil.wa.gov	7083
Region 8	Michael Alston	michael.alston@mil.wa.gov	7083
Region 9	Deborah Henderson	deborah.henderson@mil.wa.gov	7470
Bellevue, City of	Gary Stumph	gary.stumph@mil.wa.gov	7483
Seattle, City of	Gary Stumph	gary.stumph@mil.wa.gov	7483
Serve WA	Deborah Henderson	deborah.henderson@mil.wa.gov	7470
WSDA	Deborah Henderson	deborah.henderson@mil.wa.gov	7470
WSP	Deborah Henderson	deborah.henderson@mil.wa.gov	7470

Seattle Urban Area Overview

The Seattle Urban Area is comprised of three counties and two primary urban cities in northwest Washington: King County (the core county), Pierce County, Snohomish County, the City of Seattle (the core city), and the City of Bellevue, and several other urban and suburban cities and tribal nations.



This map is provided for context.

Governance

- The Urban Area Core Group (Core Group) is a six-member, senior-level policy-making body that is responsible for final policy and funding decisions. The Core Group includes all five jurisdictions that comprise the Urban Area, as well as the Washington State Emergency Management Division.
- The Urban Area Working Group (UAWG) is an advisory body to the Core Group. The UAWG is made up of five representatives appointed by the Core Group members from their respective jurisdictions and the chairs of the Urban Area subcommittees.
- The UAWG has several subcommittees covering functional and public safety discipline areas including emergency management, public health, and interoperable communications, among others. The subcommittees develop and implement projects, review projects for grant funding, and make recommendations to the UAWG.

Threats & Hazards

Terrorist targets include:
- Largest passenger ferry system in the world
- Third largest port system in the nation
- Airports
- Critical Infrastructure and Key Resources
  - Microsoft, Boeing, Starbucks, Columbia Tower, and the Space Needle

Primary all-hazard risks include:
- Flooding
- Severe storms
- Earthquakes
- Volcanoes
- Tsunamis
- Chemical, biological, and radiological incidents
- Epidemics
- Pandemics

Budget Thresholds and Caps

- The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for management and administration costs under this Agreement is 3% and is identified in the Budget.
- At least 25% of the overall award amounts for SHSP and UASI must be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget.

- The total personnel expenses may not exceed 50% percent of the award unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Attachment #2) and may differ from the 50% HSGP limit.
- Any budget changes to LETPA and/or Personnel must be made in writing and will be reviewed for a budget amendment. Reimbursement requests that are not commensurate with the LETPA and/or the Personnel budget(s) will not be considered without an executed budget amendment.

State Homeland Security Program - SHSP

Overall Investment Justification		$6,476,000
Requested Amount		$6,152,200
M&A - SAA		$323,800
Investment #1	Washington State Fusion Center	$628,515
Project #1	WSP Support of Fusion Center	$528,515
Project #2	Region 6 Support of Fusion Center	$100,000
Investment #2	Washington State Agencies Homeland Security Proje	$442,885
Project #1	State Planning, Exercise, and Training	$275,923
Project #2	Agriculture Emergency Planning	$74,804
Project #3	Citizen Corps Program	$92,158
Investment #3	Washington Regional Homeland Security Projects	$5,080,800
Project #1	Region 1 - Homeland Security	$595,199
Project #2	Region 2 - Homeland Security	$296,903
Project #3	Region 3 - Homeland Security	$379,032
Project #4	Region 4 - Homeland Security	$440,572
Project #5	Region 5 - Homeland Security	$759,385
Project #6	Region 6 - Homeland Security	$1,359,714
Project #7	Region 7 - Homeland Security	$289,602
Project #8	Region 8 - Homeland Security	$371,301
Project #9	Region 9 - Homeland Security	$589,092

Urban Area Security Initiative - UASI

Overall Investment Justification		$5,180,000
Requested Amount		$4,921,000
M&A - SAA		$259,000
Investment #1	Washington State Fusion Center	$929,587
Project #1	WSP Support of Fusion Center	$479,587
Project #2	Seattle Support of Fusion Center	$450,000
Investment #2	Seattle UASI	$3,694,000
Project #1	Seattle Urban Area Sustainment and Enhancement	$3,694,000
Investment #3	Washington State Agencies Projects	$297,413
Project #1	Statewide Planning, Training, and Exercise Program	$259,253
Project #2	Citizen Corps Expo and Leadership Summit	$38,160

Washington State Patrol

17UASI

Budget & Scope

This work plan supports the 2017 Washington State HSGP (UASI) investment Justification, Investment #1 – Washington Regional Homeland Security Projects, Project #1—WSP Support to Fusion Center (WA17UASI>INV-1>PROJ-1).

Phase I - PROJECT DESCRIPTION

Award Amount $479,587

FUSION CENTER: The Washington State Fusion Center is the centerpiece of our state's ability to effectively intake, analyze, and disseminate homeland security/all-crimes information and intelligence. The focus of this project is to maintain the Fusion Center's ability to facilitate the sharing of intelligence and information between federal, state, local and private entities. This will be accomplished by:

1. Sustaining seven intelligence analysts to provide statewide analysis of threats;
2. Sustaining an intelligence Management Systems coordinator to drive interoperability between intelligence systems and databases;
3. Acquiring equipment to be at the forefront of information sharing technologies; and
4. Providing training that engages and integrates partner agencies into the Fusion Center's information sharing network.

Caps/Threshold Tracking

	CAP/Threshold	Allocated Amount
Management & Administration	5% of Agreement Amount	$0
Personnel Costs	50% of Award	$391,656
LETPA	25% of Award	$455,025

SUBPROJECT	SOLUTION AREA/ *BUDGET CATEGORY*	AMOUNT	PERSONNEL	LETPA	SUBPROJECT SCOPE	MILESTONES
Management & Administration	*Salaries & Benefits* *Overtime/Backfill* *Goods & Services* *Travel & Per Diem*					
	Total	$0	$0			
Subproject #1	Planning	$5,427	$951	$5,427	**Goal** This subproject enables the Washington State Fusion Center (WSFC) to sustain its Critical Operational Capabilities (COCs) of Receiving, Analyzing, Disseminating, and Gathering information. It sustains the WSFC's Enabling Capabilities (ECs), which include Privacy, Civil Rights, and Civil Liberties Protections; Sustainment Strategy; Communications; and Safety. **Link** This subproject is directly linked to investment #1, Project #1 of approved projects in the 17UASI investment Justification. **Gaps/Focus Areas/Funding** Gap #1: Without Fusion Center funding, there would be no statewide capability to receive, analyze, disseminate, and gather actionable intelligence and information.	Participating in planning and information sharing conferences such as Law Enforcement Intelligence Unit conference, Washington Association of Sheriffs and Police Chiefs conference, National Fusion Center Conference, the Washington State Fusion Center Analyst Conference, and any other applicable conferences that help build plans and reach goals of the fusion center.
Fusion Center	Organization	$413,541	$387,851	$413,541	Focus Area #1: Sustain seven statewide analysts, as well as associated costs to support functions outlined in this subproject, to provide intake and analysis of domestic/international terrorism, maritime and border security, geospatial vulnerabilities, critical infrastructure threats, criminal activity with a potential link to terrorism, and cybersecurity. The analysts review, vet, and respond to 100% of tips and leads and requests for information; distribute analytic products for specific local, regional, and/or intelligence community needs; develop and disseminate case support and tactical products; and submit Suspicious Activity Reports through the E-Guardian system with the FBI.	Respond to 100% of requests for information received; develop and disseminate case support and tactical products; provide relevant analytic products to local, tribal, state, private, and federal partners; and maintain annual server subscriptions.
Core Capability Intelligence and Information Sharing	Equipment	$18,467		$18,467	Gap #2: Lack of interoperability between intelligence databases and technology systems. Focus Area #2: Sustain one Intelligence Management System coordinator (IMS), as well as associated costs to support functions outlined in this subproject, to merge disparate data systems into an integrated intelligence management solution.	Acquire technology advancements to allow the WSFC to operate more effectively and maintain situational awareness.
	Training	$17,590	$2,854	$17,590	Gap #3: The rapid evolution of technology requires continuous updates of core technology platforms, software, and applications. Focus Area #3: Acquire, deploy, and maintain emerging technology that advances information sharing and analysis, promotes collaboration and innovation, and provides network security and resiliency. Gap #4: Insufficient number of people and communities in Washington trained to recognize and report pre-incident indicators and warnings of terrorism. Focus Area #4: Provide Basic and Intermediate Fusion Liaison Officer (FLO) training courses, Terrorism Recognition Awareness Prevention Partnership (TRAPP) training, and other similar training courses that enable the WSFC, public, private, and non-government partners to effectively share information, as well as associated costs to support functions outlined in this subproject.	Conduct several Fusion Liaison Officer Basic and Intermediate courses; send analysts to applicable training courses.
	Exercises				**Desired Outcomes** The WSFC's desired outcome is the same as the Intelligence and Information sharing target capability outcome from the 2008 Target Capability List: "Effective and timely sharing of information and intelligence occurs across Federal, State, local, tribal, regional, and private sector entities to achieve coordinated awareness of, prevention of, protection against, and response to a threatened or actual domestic terrorist attack, major disaster, or other emergency." "More simply, the goal is to get the right information to the right people at the right time."	
	Subproject total	$455,025	$391,656	$455,025		
	SUBTOTAL	$455,025	$391,656	$455,025	Given Personnel Costs and LETPA are calculated on a statewide basis, it is acceptable for local percentages to deviate from the grant requirement. However, any budget changes to LETPA and/or Personnel expenses will require a grant agreement amendment. Reimbursement requests that are not commensurate with the budgeted LETPA and/or the Personnel amount(s) will not be considered without an executed amendment.	
	INDIRECT	$24,562	5.12%			
	TOTAL	$479,587				
	PERSONNEL AMOUNT	$391,656	82%			
	LETPA AMOUNT	$455,025	95%			

Washington State Patrol

17UASI

Timeline

Date	Task
September 1, 2017	Grant Agreement Start Date
April 15, 2018	Estimated date work will begin
NLT July 31, 2018	Submit Reimbursement Request and Progress Report Submit Spend Plan
NLT October 31, 2018	Submit Reimbursement Request and Progress Report
NLT January 31, 2019	Submit Reimbursement Request and Progress Report
NLT April 30, 2019	Submit Reimbursement Request and Progress Report
NLT July 31, 2019	Submit Reimbursement Request and Progress Report
August 31, 2019	Grant Agreement End Date. All work ceases.
NLT October 15, 2019	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

Grant Performance Period: September 1, 2017 - August 31, 2020

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

April 27, 2018

Capt Steve Wilbur
Washington State Patrol
106 11th Ave., Ste #3100
Olympia, WA 98504-3105

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2018

Dear Capt Wilbur:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #: Code 3(f)
Dates of the Agreement: 04/01/2018 through 09/30/2018 (Fiscal 2018)
Funding Amount: $ 2,500.00
Sponsoring Federal Agency: DEA

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2018

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $18,042.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2017). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Knut E. Ellenes at 415 436 7989.

Very truly yours,

Alex Tse (Acting)
United States Attorney

Stephanie Hinds
OCDETF Regional Director
Pacific Region

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2018
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

_____ _____

Date Signature of State/Local Official

_____

Print Name/Title

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY 2018 Agreement

FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: Code 45 DC#: T-32-

Amount Requested:

$ 2,500.00

Number of Officers Listed: 1

From: April 1, 2018
Beginning Date of Agreement

To: September 30, 2018
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

Operation Name:

Federal Agency Investigations:
Number: RL-17-0023

State or Local Organization Name: (360) 596-4071
Washington State Patrol

Address to receive OCDETF paperwork (no PO Boxes):
ATTN: Rebecca Kirby, Contracts Dept.
(NEW) 106 11the Ave Ste. 3100
Olympia WA 98504-2602

State or Local Organization

Narcotics Supervisor: (interim) Captain Roger Wilbur
Telephone Number: (360) 596-2391
E-mail Address: roger.wilbur@wsp.wa.gov

Sponsoring Federal Agency(ies):
DEA - Bellingham Resident Office

Sponsoring Federal Agency Group/Squad Supervisor: RAC Steve Hummel
Telephone Number: (360) 676-3105
E-mail Address: Steven.K.Hummel@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Renuka Sivakumar, Fiscal Analyst, General Accounting

Telephone Number: (360) 596-4054

E-mail Address: renuka.sivakumar@wsp.wa.gov

APPROVE

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2018.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

23. Restrictions: Benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual $ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____ Assistant Chief, Commercial Vehicle Enforcement Bureau 4-10-18

Authorized State or Local Official *Title* *Date*

Jason G. Berry

Print Name

Approved By: _____ 4/22/18

Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

STEVEN K. HUMMEL, RAC

Print Name

Approved By: K. Erik Ellenes 4-24-18

Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____ 4/27/18

Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____

OCDETF Executive Office *Date*

Approving Official: _____

OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Christofer Coglizer	Sergeant	Code 25[illegible] 27/Code 25
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude 'full-time participation" by a participating local agency. These circumstances include the following:

1. Unforseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted; (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforseen circumstances; *i.e.,* when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be *APPROVED IN ADVANCE* of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

Acknowledged: _____ Assistant Chief, Commercial Vehicle Enforcement Bureau 4/10/18

Authorized State or Local Official *Title* *Date*

Jason G Berry

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: (Interim) Captain Roger Wilbur
   Address: –NEW ADDRESS: 106 11th Ave SE, Ste. 4100
   –PO Box 42634, Olympia WA 98504-2634

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements ***must*** be attached to every Agreement for each OCDETF investigation.

5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

6. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

7. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 18,042.00** from any Federal source this fiscal year.

Acknowledged: Assistant Chief, Commercial Vehicle Enforcement Bureau 4-10-18

Authorized State or Local Official *Title* *Date*

Jason G. Berry

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

Name: Washington State Patrol
Address: (NEW Street Address) 106 11th Ave SW (PO Box 42602)
Olympia WA 98504-2602
Taxpayer ID Number: Code 45

FINANCIAL INSTITUTION INFORMATION

Bank Name: US Bank
Nine-Digit ABA Routing Transit Number: 123000848
Depositor Account Number: Code 51(c)
Type of Account: (checking/savings) checking

POINT OF CONTACT

Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.

Contact Person Name: Alaine Johnson	Telephone Number: (360) 596-4033

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

April 5, 2018

Mr. Steve Hummel
Resident Agent in Charge
Drug Enforcement Administration
Bellingham Field Office

RE: Memorandum of Waiver or Exception of OCDETF Case: Code 3(f) "Operation Rabbit Hole" and "Operation Cash for Clunkers" Code 3(f)

RAC Hummel:

Washington State Patrol (WSP) requests that WSP Detective Sergeant Chris Coglizer, assigned to the Skagit County Interlocal Drug Enforcement Unit (SCIDEU) and assisting with Operation At the Car Wash, be given a waiver/exemption from the full-time OCDETF participation requirement. With his assignment to SCIDEU, WSP detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on these particular cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for your consideration. If you have any questions, please contact me at (360) 704-2391.

Sincerely,

Captain Roger Wilbur
Washington State Patrol
Investigative Assistance Division

RDW:rak

PACIFIC REGION OCDETF
FY 2018 STATE-LOCAL OVERTIME PROGRAM

Because of stricter standards instituted in recent federal fiscal years, we have been called upon to act with far more accountability than ever before at the field and Region levels. We ask that you read the attached Guidelines carefully and share the following information with the officers receiving reimbursements. When reviewing your reimbursement claims, we will examine the following factors carefully:

- *Did you submit your claim timely?* Your claim must be filed with us no later than thirty (30) days of the month in which the overtime was worked. **The OCDETF Executive Office has discretion to reject late/delinquent claims.**

- *Did the officer / agency exceed authorized overtime?* You must abide by the original overtime amount agreed to by your agency and the OCDETF Regional Coordinators. Failure to do so could result in reimbursement of only the allotted amount of overtime, unless you notify your local federal agency supervisor and Regional OCDETF Agency Coordinator in advance. The Regional Coordinators must receive advance notification of any increases in officer overtime hours on your investigation(s).

  Please note that the maximum amount of overtime that can be paid to a state/local officer per federal fiscal year (October 1 through September 30) is $ 18,042.00. This amount cannot be modified for any reason. In addition, an agency is limited to a maximum amount of $25,000 per agency and/or $50,000 per investigation unless prior approval to exceed these amounts is received from the OCDETF Regional Coordinators.

- *Did the officer receive overtime reimbursement funds from HIDTA?* If a non-OCDETF case initially is being pursued as part of a HIDTA initiative, it should be supported with HIDTA money until the point at which the case is officially designated and approved as an OCDETF investigation. Once approved, all overtime funding should come from OCDETF funds. Once the OCDETF designation ceases, OCDETF overtime funding ceases.

  Please note that the maximum amount of overtime that can be paid to a state/local officer (as stated above) covers *all Federal-related funding sources*, including agencies within the U.S. Department of Justice, Department of the Treasury and Department of Homeland Security from the OCDETF and HIDTA programs, and *all investigations worked by that officer during the fiscal year*. It is your responsibility to track an officer's reimbursements from any and all of the above sources so that he/she does not exceed this amount.

- *Did the officer clear his/her authorized travel in advance?* An agency is entitled to reimbursement for operational travel in excess of a 50-mile radius from the agency's location (for rolling surveillance, witness interviews and the like), but said travel *must* be approved in advance by the OCDETF Regional Coordination Group. In addition, travelers must submit travel vouchers on the federal official travel voucher form (SF-1012, available from the sponsoring federal investigating agency) to the Regional OCDETF Agency Coordinator as part of a reimbursement claim.

Date of Issue: September 2016
Supersedes all previous versions

You may contact the following OCDETF Regional Coordination Group members with any questions:

- Erik Ellenes, DEA Regional Coordinator
  (415) 436-7989
  (703) 332-9511 [cellular]
  Knut.E.Ellenes@usdoj.gov

- Deborah Wee, FBI Regional Coordinator
  (415) 558-2516
  (415) 725-9201 [cellular]
  Deborah.Wee@ic.fbi.gov

- Dennis Downs, ATF&E Regional Coordinator
  (925) 557-2964
  (209) 649-2749 [cellular]
  Dennis.Downs@atf.gov

- Kim Wong, HSI Regional Coordinator
  (209) 547-3801
  (916) 825-0501 [cellular]
  Kim.Wong@ice.dhs.gov

- Paul Howard, IRS Regional Coordinator
  (916) 974-5458
  (530) 308-5485 [cellular]
  Paul.Howard@ci.irs.gov

- Bruce James, U.S. Marshals Regional Coordinator
  (213) 494-3998
  Bruce.James@usdoj.gov

Date of Issue: September 2016
Supersedes all previous versions

DEPARTMENT OF HOMELAND SECURITY

WSP Contract No. K13604

PURCHASE CARD TRANSACTION WORKSHEET

1. Name of Cardholder:	2. Cardholder Telephone Number:	3. Cardholder Email Address:	4. Component:	5. Program/Office:
CAROL L DOERING	509-468-3852	CAROL.L.DOERING@CBP.DHS.GOV	CBP	USBP

6. Requestor Name:	7. Requestor Phone Number:	8. Date of Request:	9. Document ID Number:
TOM WATTS	509-353-2747	12/29/2017	SPKO-18-00691

10. Ship To Address:	11. City:	12. State:	13. Zip Code:
10710 N. Newport Hwy	Spokane	WA	99218

14. Vendor Name:	15. Vendor POC:	16. Vendor Phone Number:
WASHINGTON STATE PATROL	CRIMINAL TELECOMMUNICATIONS	360-570-3103

17. Vendor Address:	18. City:	19. State:	20. Zip Code:
P.O. BOX 42602	OLYMPIA	WA	98504

21. Detailed Justification for Purchase:

ACCESS user fee. Quarter 1, FY 2018. Connection needed to run criminal and other records check.

SUBJECT TO THE TERMS OF THE CONTINUING RESOLUTION

22. Item #	23. Item Description	24. Stock Number	25. Quantity	26. Unit of Issue	27. Unit Price	28. Subtotals	29. Date Received
1	ACCESS FEE QTR 1		1	AU	$1,200.00	$1,200.00	
2	Convenience check fee		1	AU	$24.00	$24.00	

ACCS 30. Accounting Data:

Item 1 : 0600006780 018 935607021 18500 BPO12 Z65K 2572 AB0300000001

Item 2 : 0600006780 018 935607021 18500 BPO12 Z65K 2525 AB0300000001

31. Purchase Log ID: 9861864151

32. ESTIMATED ORDER TOTAL: $1,224.00

33. TO REQUIRED SOURCES for SUPPLIES		TO REQUIRED SOURCES for SERVICES	TO SPECIAL APPROVALS NEEDED	
☐ 1. Agency Inventories	☐ 5. Wholesale Supply Sources	☐ 1. ABILITY ONE	☐ 1. IT Request	☐ 5. OGC-Awards
☐ 2. Excess Prty from other Agencies	☐ 6. GSA/FSS or DHS BPAs	☐ 2. GSA/FSS	☐ 2. Printing	☐ 6. Accountable Property
☐ 3. UNICOR	☐ 7. Optional Use Federal Supply Schedules	☐ 3. Optional Use Federal Supply Schedules	☐ 3. Branding	☐ 7. Other
☐ 4. Ability One	☐ 8. Commercial	☒ 4. UNICOR or Commercial	☐ 4. Legal	

34. FUNDS VERIFICATION OFFICIAL INFORMATION — **Note: Attach all documents BEFORE signing**

Printed Funding Official Name and Title:	Phone Number:	Date:	SIGNATURE:
KARISSA R VANDEVENTER	509-353-2747	01/02/2018	KARISSA R VANDEVENTER

35. APPROVING OFFICIAL/ALTERNATE APPROVING OFFICIAL INFORMATION

Printed Approving Official Name and Title:	Phone Number:	Date:	SIGNATURE:
TERESA G HUGHES	509-476-3622	01/03/2018	TERESA G HUGHES

36. PURCHASE CARD HOLDER INFORMATION

Card Holder Signature:	Date of Purchase:	AMOUNT PAID:
CAROL L DOERING	01/03/2018	$1,224.00

37. ALL THE ABOVE ITEMS HAVE BEEN RECEIVED AND ACCEPTED (Third Party- Cannot be the cardholder or the approving official)

Printed Name and Title:	Phone Number:	Date:	RECEIVER SIGNATURE:
Kristie Kelly MSS	(509)468-3934	01/03/18	
Printed Name and Title:	Phone Number:	Date:	ACCEPTOR SIGNATURE:

38. PROPERTY CUSTODIAN INFORMATION (Property Accountability)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

39. LOCAL USE SIGNATURES (If needed)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

mail 01/04/18

Reconciled 01/17/18

State of Washington
WASHINGTON STATE PATROL
BILLING INVOICE

RECEIVED DEC 22 2017

US CUSTOMS AND BORDER PROTECT
10710 NORTH NEWPORT HWY
SPOKANE WA 99218

Account Number: BOR102
Invoice Date: 12/15/2017
Invoice Number: 00065547

TOTAL DUE: $ 1,200.00
Due Date: 01/14/2018

Please return top portion with your remittance.

Please remit to:
WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
P O BOX 42602
OLYMPIA, WA 98504-2602

Federal ID # 91-6001127

Account Number: BOR102
Invoice Date: 12/15/2017
Invoice Number: 00065547

Due Date: 01/14/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

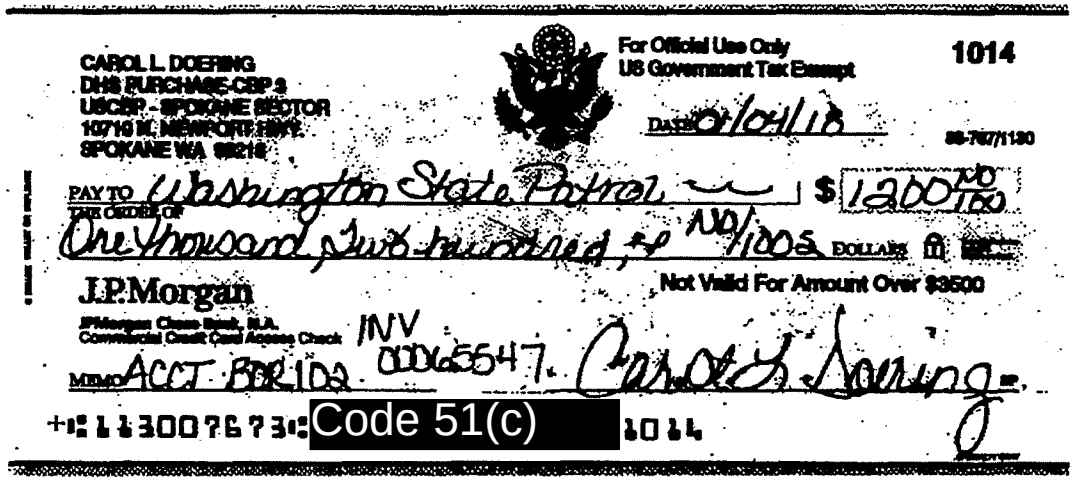
DATE	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
12/15/2017	ACCESS User Fee	3	$400.000	$1,200.00

ACCESS USER FEE FOR OCTOBER 1- DECEMBER 31, 2017..

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE: $1,200.00



CAROL L. DOERING
DHS PURCHASE-CBP 8
USCBP - SPOKANE SECTOR
10710 W. NEWPORT HWY.
SPOKANE WA 99218

For Official Use Only
US Government Tax Exempt

1014

DATE 9/04/18

88-767/1130

PAY TO THE ORDER OF Washington State Patrol — $ 1200 NO/100

One Thousand Two Hundred and NO/100 DOLLARS

J.P.Morgan

JPMorgan Chase Bank, N.A.
Commercial Credit Card Access Check

Not Valid For Amount Over $3500

MEMO ACCT BDR IDs INV 0006547 Carol L Doering

⑈1014⑈ ⑆113000767⑆ Code 51(c)

RECEIVED JAN 0 4 2018

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
State of Washington State Patrol

2 Business name/disregarded entity name, if different from above
Washington State Patrol

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ State Government Agency

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 3
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P O Box 42602

Requester's name and address (optional)
Border Patrol US Customs and Border Protect
AR#BOR102

6 City, state, and ZIP code
Olympia WA 98504-2602

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
Code 45

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/3/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DEPARTMENT OF HOMELAND SECURITY

WSP Contract No. K13604

PURCHASE CARD TRANSACTION WORKSHEET

1. Name of Cardholder:	2. Cardholder Telephone Number:	3. Cardholder Email Address:	4. Component:	5. Program/Office:
CAROL L DOERING	509-468-3852	CAROL.L.DOERING@CBP.DHS.GOV	CBP	USBP

6. Requestor Name:	7. Requestor Phone Number:	8. Date of Request:	9. Document ID Number:
TOM WATTS	509-353-2747	12/29/2017	SPO-18-0109

10. Ship To Address:	11. City:	12. State:	13. Zip Code:
10710 N. Newport Hwy	Spokane	WA	99218

14. Vendor Name:	15. Vendor POC:	16. Vendor Phone Number:
WASHINGTON STATE PATROL	CRIMINAL TELECOMMUNICATIONS	360-570-3103

17. Vendor Address:	18. City:	19. State:	20. Zip Code:
P.O. BOX 42602	OLYMPIA	WA	98504

21. Detailed Justification for Purchase:

ACCESS user fee. Quarter 1, FY 2018. Connection needed to run criminal and other records check.

SUBJECT TO THE TERMS OF THE CONTINUING RESOLUTION

22. Item #	23. Item Description	24. Stock Number	25. Quantity	26. Unit of Issue	27. Unit Price	28. Subtotals	29. Date Received
1	ACCESS FEE QTR 1		1	AU	$1,200.00	$1,200.00	
2	Convenience check fee		1	AU	$24.00	$24.00	

ACCS 30. Accounting Data:

Item 1 : 0600006780 018 935607021 18500 BPO12 Z65K 2572 AB0300000001

Item 2 : 0600006780 018 935607021 18500 BPO12 Z65K 2525 AB0300000001

31. Purchase Log ID: 9861864151

32. ESTIMATED ORDER TOTAL: $1,224.00

33. TO REQUIRED SOURCES for SUPPLIES	TO REQUIRED SOURCES for SERVICES	TO SPECIAL APPROVALS NEEDED
☐ 1. Agency Inventories	☐ 1. ABILITY ONE	☐ 1. IT Request
☐ 2. Excess Prty from other Agencies	☐ 2. GSA/FSS	☐ 2. Printing
☐ 3. UNICOR	☐ 3. Optional Use Federal Supply Schedules	☐ 3. Branding
☐ 4. Ability One	☒ 4. UNICOR or Commercial	☐ 4. Legal
☐ 5. Wholesale Supply Sources		☐ 5. OGC-Awards
☐ 6. GSA/FSS or DHS BPAs		☐ 6. Accountable Property
☐ 7. Optional Use Federal Supply Schedules		☐ 7. Other
☐ 8. Commercial		

34. FUNDS VERIFICATION OFFICIAL INFORMATION — **Note: Attach all documents BEFORE signing**

Printed Funding Official Name and Title:	Phone Number:	Date:	SIGNATURE:
KARISSA R VANDEVENTER	509-353-2747	01/02/2018	KARISSA R VANDEVENTER

35. APPROVING OFFICIAL/ALTERNATE APPROVING OFFICIAL INFORMATION

Printed Approving Official Name and Title:	Phone Number:	Date:	SIGNATURE:
TERESA G HUGHES	509-476-3622	01/03/2018	TERESA G HUGHES

36. PURCHASE CARD HOLDER INFORMATION

Card Holder Signature:	Date of Purchase:	AMOUNT PAID:
CAROL L DOERING	01/03/2018	$1,224.00

37. ALL THE ABOVE ITEMS HAVE BEEN RECEIVED AND ACCEPTED (Third Party- Cannot be the cardholder or the approving official)

Printed Name and Title:	Phone Number:	Date:	RECEIVER SIGNATURE:
Kristin Kelly MSS	(509)468-3834	01/03/18	
Printed Name and Title:	Phone Number:	Date:	ACCEPTOR SIGNATURE:

38. PROPERTY CUSTODIAN INFORMATION (Property Accountability)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

39. LOCAL USE SIGNATURES (If needed)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

mail 01/04/18

Received 01/17/18

State of Washington
WASHINGTON STATE PATROL
BILLING INVOICE

RECEIVED DEC 22 2017

US CUSTOMS AND BORDER PROTECT
10710 NORTH NEWPORT HWY
SPOKANE WA 99218

Account Number: BOR102
Invoice Date: 12/15/2017
Invoice Number: 00065547

TOTAL DUE: $ 1,200.00
Due Date: 01/14/2018

Please return top portion with your remittance.

Please remit to:
WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
P O BOX 42602
OLYMPIA, WA 98504-2602

Federal ID # 91-6001127

Account Number: BOR102
Invoice Date: 12/15/2017
Invoice Number: 00065547

Due Date: 01/14/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

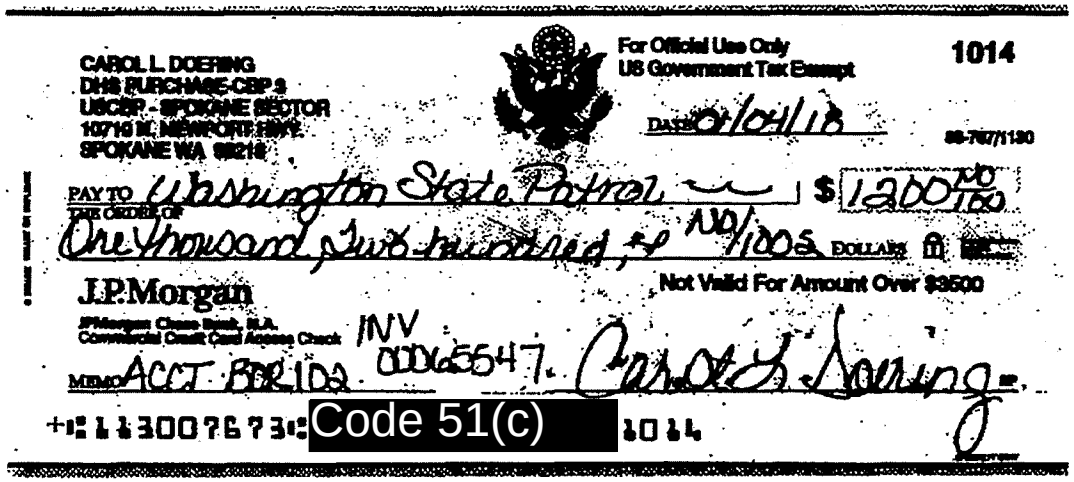
DATE	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
12/15/2017	ACCESS User Fee	3	$400.000	$1,200.00

ACCESS USER FEE FOR OCTOBER 1- DECEMBER 31, 2017..

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE: $1,200.00



CAROL L DOERING
DHS PURCHASE CRD 8
USCBP - SPOKANE SECTOR
10710 N. NEWPORT HWY.
SPOKANE WA 99218

For Official Use Only
US Government Tax Exempt

1014

DATE 8/10/18

88-767/1130

PAY TO THE ORDER OF Washington State Patrol — $ 1200 NO/100

One Thousand Two Hundred & NO/100 DOLLARS

J.P.Morgan

JPMorgan Chase Bank, N.A.
Commercial Credit Card Access Check

Not Valid For Amount Over $3500

MEMO ACCT BDR IDS INV 0006547

Carol L Doering

+1: 1 1300 76 73 1: Code 51(c) 1014

RECEIVED JAN 0 4 2018

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
State of Washington State Patrol

2 Business name/disregarded entity name, if different from above
Washington State Patrol

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ State Government Agency

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 3
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P O Box 42602

Requester's name and address (optional)
Border Patrol US customs and Border Protect
AR#BOR102

6 City, state, and ZIP code
Olympia WA 98504-2602

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
Code 45

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/3/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DEPARTMENT OF HOMELAND SECURITY

PURCHASE CARD TRANSACTION WORKSHEET

1. Name of Cardholder:	2. Cardholder Telephone Number:	3. Cardholder Email Address:	4. Component:	5. Program/Office:
CAROL L DOERING	509-468-3852	CAROL.L.DOERING@CBP.DHS.GOV	CBP	USBP

6. Requestor Name:	7. Requestor Phone Number:	8. Date of Request:	9. Document ID Number:
TOM WATTS	509-353-2747	12/29/2017	SPW-18-00069F

10. Ship To Address:	11. City:	12. State:	13. Zip Code:
10710 N. Newport Hwy	Spokane	WA	99218

14. Vendor Name:	15. Vendor POC:	16. Vendor Phone Number:
WASHINGTON STATE PATROL	CRIMINAL TELECOMMUNICATIONS	360-570-3103

17. Vendor Address:	18. City:	19. State:	20. Zip Code:
P.O. BOX 42602	OLYMPIA	WA	98504

21. Detailed Justification for Purchase:

ACCESS user fee. Quarter 1, FY 2018. Connection needed to run criminal and other records check.

SUBJECT TO THE TERMS OF THE CONTINUING RESOLUTION

22. Item #	23. Item Description	24. Stock Number	25. Quantity	26. Unit of Issue	27. Unit Price	28. Subtotals	29. Date Received
1	ACCESS FEE QTR 1		1	AU	$1,200.00	$1,200.00	
2	Convenience check fee		1	AU	$24.00	$24.00	

ACCS 30. Accounting Data:
Item 1 : 0600006780 018 935607021 18500 BPO12 Z65K 2572 AB0300000001
Item 2 : 0600006780 018 935607021 18500 BPO12 Z65K 2525 AB0300000001

31. Purchase Log ID: 9861864151

32. ESTIMATED ORDER TOTAL: $1,224.00

33. TO REQUIRED SOURCES for SUPPLIES	TO REQUIRED SOURCES for SERVICES	TO SPECIAL APPROVALS NEEDED
☐ 1. Agency Inventories	☐ 1. ABILITY ONE	☐ 1. IT Request
☐ 2. Excess Prty from other Agencies	☐ 2. GSA/FSS	☐ 2. Printing
☐ 3. UNICOR	☐ 3. Optional Use Federal Supply Schedules	☐ 3. Branding
☐ 4. Ability One	☒ 4. UNICOR or Commercial	☐ 4. Legal
☐ 5. Wholesale Supply Sources		☐ 5. OGC-Awards
☐ 6. GSA/FSS or DHS BPAs		☐ 6. Accountable Property
☐ 7. Optional Use Federal Supply Schedules		☐ 7. Other
☐ 8. Commercial		

34. FUNDS VERIFICATION OFFICIAL INFORMATION — **Note: Attach all documents BEFORE signing**

Printed Funding Official Name and Title:	Phone Number:	Date:	SIGNATURE:
KARISSA R VANDEVENTER	509-353-2747	01/02/2018	KARISSA R VANDEVENTER

35. APPROVING OFFICIAL/ALTERNATE APPROVING OFFICIAL INFORMATION

Printed Approving Official Name and Title:	Phone Number:	Date:	SIGNATURE:
TERESA G HUGHES	509-476-3622	01/03/2018	TERESA G HUGHES

36. PURCHASE CARD HOLDER INFORMATION

Card Holder Signature:	Date of Purchase:	AMOUNT PAID:
CAROL L DOERING	01/03/2018	$1,224.00

37. ALL THE ABOVE ITEMS HAVE BEEN RECEIVED AND ACCEPTED (Third Party- Cannot be the cardholder or the approving official)

Printed Name and Title:	Phone Number:	Date:	RECEIVER SIGNATURE:
Kristin Kelly MSS	(509)468-3834	01/03/18	
Printed Name and Title:	Phone Number:	Date:	ACCEPTOR SIGNATURE:

38. PROPERTY CUSTODIAN INFORMATION (Property Accountability)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

39. LOCAL USE SIGNATURES (If needed)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

paid 01/04/18

reconciled 01/17/18

Scanned

State of Washington
WASHINGTON STATE PATROL
BILLING INVOICE

RECEIVED DEC 22 2017

US CUSTOMS AND BORDER PROTECT
10710 NORTH NEWPORT HWY
SPOKANE WA 99218

Account Number: Code 51(c)
Invoice Date: 12/15/2017
Invoice Number: 00065547

TOTAL DUE: $ 1,200.00

Due Date: 01/14/2018

Please return top portion with your remittance.

Please remit to:
WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
P O BOX 42602
OLYMPIA, WA 98504-2602

Federal ID # 91-6001127

Account Number: Code 51(c)
Invoice Date: 12/15/2017
Invoice Number: 00065547

Due Date: 01/14/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

DATE	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
12/15/2017	ACCESS User Fee	3	$400.000	$1,200.00

ACCESS USER FEE FOR OCTOBER 1- DECEMBER 31, 2017..

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE: $1,200.00

App2250_PR
OF680225

Line 18

DEPARTMENT OF HOMELAND SECURITY

PURCHASE CARD TRANSACTION WORKSHEET

1. Name of Cardholder:	2. Cardholder Telephone Number:	3. Cardholder Email Address:	4. Component:	5. Program/Office:
CAROL L DOERING	509-468-3852	CAROL.L.DOERING@CBP.DHS.GOV	CBP	USBP

6. Requestor Name:	7. Requestor Phone Number:	8. Date of Request:	9. Document ID Number:
TOM WATTS	509-353-2747	12/29/2017	SPW-18-00701F

10. Ship To Address:	11. City:	12. State:	13. Zip Code:
10710 N. Newport Hwy	Spokane	WA	99218

14. Vendor Name:	15. Vendor POC:	16. Vendor Phone Number:
WASHINGTON STATE PATROL	CRIMINAL TELECOMMUNICATIONS	360-570-3103

17. Vendor Address:	18. City:	19. State:	20. Zip Code:
P.O. BOX 42602	OLYMPIA	WA	98504

21. Detailed Justification for Purchase:

ACCESS user fee. Quarter 2, FY 2018. Connection needed to run criminal and other records check. - Vendor does not accept credit cards.

PAID MAR 29 2018

SUBJECT TO THE TERMS OF THE CONTINUING RESOLUTION

WSP CONTRACT NO. K13604 - amendment 001

CK#1015

22. Item #	23. Item Description	24. Stock Number	25. Quantity	26. Unit of Issue	27. Unit Price	28. Subtotals	29. Date Received
1	ACCESS FEE QTR 2		1	AU	$1,200.00	$1,200.00	
2	Convenience check fee		1	AU	$24.00	$24.00	

ACCS 30. Accounting Data:
Item 1 : 0600006780 018 935607021 18500 BPO12 Z65K 2572 AB0300000001
Item 2 : 0600006780 018 935607021 18500 BPO12 Z65K 2525 AB0300000001

31. Purchase Log ID: 9861864153

32. ESTIMATED ORDER TOTAL: $1,224.00

33. TO REQUIRED SOURCES for SUPPLIES	TO REQUIRED SOURCES for SERVICES	TO SPECIAL APPROVALS NEEDED
☐ 1. Agency Inventories	☐ 1. ABILITY ONE	☐ 1. IT Request
☐ 2. Excess Prty from other Agencies	☐ 2. GSA/FSS	☐ 2. Printing
☐ 3. UNICOR	☐ 3. Optional Use Federal Supply Schedules	☐ 3. Branding
☐ 4. Ability One	☒ 4. UNICOR or Commercial	☐ 4. Legal
☐ 5. Wholesale Supply Sources		☐ 5. OGC-Awards
☐ 6. GSA/FSS or DHS BPAs		☐ 6. Accountable Property
☐ 7. Optional Use Federal Supply Schedules		☐ 7. Other
☐ 8. Commercial		

34. FUNDS VERIFICATION OFFICIAL INFORMATION — Note: Attach all documents BEFORE signing

Printed Funding Official Name and Title:	Phone Number:	Date:	SIGNATURE:
KARISSA R VANDEVENTER	509-353-2747	03/29/2018	KARISSA R VANDEVENTER

35. APPROVING OFFICIAL/ALTERNATE APPROVING OFFICIAL INFORMATION

Printed Approving Official Name and Title:	Phone Number:	Date:	SIGNATURE:
TERESA G HUGHES	509-476-3622	03/29/2018	TERESA G HUGHES

36. PURCHASE CARD HOLDER INFORMATION

Card Holder Signature:	Date of Purchase:	AMOUNT PAID:
CAROL L DOERING Carol L Doering	03/29/2018	$1,224.00

37. ALL THE ABOVE ITEMS HAVE BEEN RECEIVED AND ACCEPTED (Third Party- Cannot be the cardholder or the approving official)

Printed Name and Title:	Phone Number:	Date:	RECEIVER SIGNATURE:
Kristin Kelly, MSS	(509)466-3834	03/29/2018	
Printed Name and Title:	Phone Number:	Date:	ACCEPTOR SIGNATURE:

38. PROPERTY CUSTODIAN INFORMATION (Property Accountability)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

39. LOCAL USE SIGNATURES (If needed)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

Reconciled 04/16/18
Attn Shannon Oien

State of Washington
WASHINGTON STATE PATROL
BILLING INVOICE

RECEIVED MAR 22 2018

US CUSTOMS AND BORDER PROTECT
10710 NORTH NEWPORT HWY
SPOKANE WA 99218

Account Number: BOR102
Invoice Date: 03/15/2018
Invoice Number: 00066220

TOTAL DUE: $ 1,200.00

Due Date: 04/14/2018

Please return top portion with your remittance.

Please remit to:
WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
P O BOX 42602
OLYMPIA, WA 98504-2602

Federal ID # 91-6001127

Account Number: BOR102
Invoice Date: 03/15/2018
Invoice Number: 00066220

Due Date: 04/14/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

DATE	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
03/15/2018	ACCESS User Fee	3	$400.000	$1,200.00

ACCESS USER FEE FOR JANUARY 1- MARCH 31, 2018.

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE: $1,200.00

App2250_PR
OF680225

DEPARTMENT OF HOMELAND SECURITY

PURCHASE CARD TRANSACTION WORKSHEET

1. Name of Cardholder:	2. Cardholder Telephone Number:	3. Cardholder Email Address:	4. Component:	5. Program/Office:
CAROL L DOERING	509-468-3852	CAROL.L.DOERING@CBP.DHS.GOV	CBP	USBP

6. Requestor Name:	7. Requestor Phone Number:	8. Date of Request:	9. Document ID Number:
TOM WATTS	509-353-2747	12/29/2017	SPW-18-0071E

10. Ship To Address:	11. City:	12. State:	13. Zip Code:
10710 N. Newport Hwy	Spokane	WA	99218

14. Vendor Name:	15. Vendor POC:	16. Vendor Phone Number:
WASHINGTON STATE PATROL	CRIMINAL TELECOMMUNICATIONS	360-570-3103

17. Vendor Address:	18. City:	19. State:	20. Zip Code:
P.O. BOX 42602	OLYMPIA	WA	98504

21. Detailed Justification for Purchase:

ACCESS user fee. Quarter 3, FY 2018. Connection needed to run criminal and other records check.

WSP CONTRACT NO. K13604 - amendment 002

SPW_18-0071

Check #10116

22. Item #	23. Item Description	24. Stock Number	25. Quantity	26. Unit of Issue	27. Unit Price	28. Subtotals	29. Date Received
1	ACCESS FEE QTR 3		1	AU	$1,200.00	$1,200.00	
2	Convenience check fee		1	AU	$24.00	$24.00	

ACCS 30. Accounting Data:

Item 1 : 0600006780 018 935607021 18500 BPO12 Z65K 2572 AB0300000001

Item 2 : 0600006780 018 935607021 18500 BPO12 Z65K 2525 AB0300000001

31. Purchase Log ID: 9861864156

32. ESTIMATED ORDER TOTAL: $1,224.00

33. TO REQUIRED SOURCES for SUPPLIES		TO REQUIRED SOURCES for SERVICES	TO SPECIAL APPROVALS NEEDED	
☐ 1. Agency Inventories	☐ 5. Wholesale Supply Sources	☐ 1. ABILITY ONE	☐ 1. IT Request	☐ 5. OGC-Awards
☐ 2. Excess Prty from other Agencies	☐ 6. GSA/FSS or DHS BPAs	☐ 2. GSA/FSS	☐ 2. Printing	☐ 6. Accountable Property
☐ 3. UNICOR	☐ 7. Optional Use Federal Supply Schedules	☐ 3. Optional Use Federal Supply Schedules	☐ 3. Branding	☐ 7. Other
☐ 4. Ability One	☐ 8. Commercial	☒ 4. UNICOR or Commercial	☐ 4. Legal	

34. FUNDS VERIFICATION OFFICIAL INFORMATION — **Note: Attach all documents BEFORE signing**

Printed Funding Official Name and Title:	Phone Number:	Date:	SIGNATURE:
KARISSA R VANDEVENTER	509-353-2747	05/30/2018	KARISSA R VANDEVENTER

35. APPROVING OFFICIAL/ALTERNATE APPROVING OFFICIAL INFORMATION

Printed Approving Official Name and Title:	Phone Number:	Date:	SIGNATURE:
TERESA G HUGHES	509-476-3622	05/30/2018	TERESA G HUGHES

36. PURCHASE CARD HOLDER INFORMATION

Card Holder Signature:	Date of Purchase:	AMOUNT PAID:
CAROL L DOERING	05/30/2018	$1,224.00

37. ALL THE ABOVE ITEMS HAVE BEEN RECEIVED AND ACCEPTED (Third Party- Cannot be the cardholder or the approving official)

Printed Name and Title:	Phone Number:	Date:	RECEIVER SIGNATURE:
Kristin Kelly, MSS	(509)468-3834	06/22/18	
Printed Name and Title:	Phone Number:	Date:	ACCEPTOR SIGNATURE:

38. PROPERTY CUSTODIAN INFORMATION (Property Accountability)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

39. LOCAL USE SIGNATURES (If needed)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

Reconciled 08/17/18

- Enter on spend plan
- ~~Enter on request log~~
- Enter on receiving log
- Scan final document
- Save to PCPS, 1501s & Recv log

Pd 06/28/18

State of Washington
WASHINGTON STATE PATROL
BILLING INVOICE

RECEIVED JUN 22 2018

US CUSTOMS AND BORDER PROTECT
10710 NORTH NEWPORT HWY
SPOKANE WA 99218

Account Number: BOR102
Invoice Date: 06/15/2018
Invoice Number: 00066747

TOTAL DUE: $ 1,200.00

Due Date: 07/15/2018

Please return top portion with your remittance.

Please remit to:
WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
P O BOX 42602
OLYMPIA, WA 98504-2602

Federal ID # 91-6001127

Account Number: BOR102
Invoice Date: 06/15/2018
Invoice Number: 00066747

Due Date: 07/15/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

DATE	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
06/15/2018	ACCESS User Fee	3	$400.000	$1,200.00

ACCESS USER FEE FOR APRIL 1- JUNE 30, 2018.

PLEASE SUBMIT A NEW PO FOR THE TIME PERIOD OCTOBER 1, 2017 - SEPTEMBER 30, 2018. IF YOU HAVE NOT ALREADY DONE SO, TO SHANNON OIEN AT Shannon.oien@wsp.wa.gov, Ph.360-596-4070

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE: $1,200.00

DEPARTMENT OF HOMELAND SECURITY

PURCHASE CARD TRANSACTION WORKSHEET

1. Name of Cardholder:	2. Cardholder Telephone Number:	3. Cardholder Email Address:	4. Component:	5. Program/Office:
CAROL L DOERING	509-468-3852	CAROL.L.DOERING@CBP.DHS.GOV	CBP	USBP

6. Requestor Name:	7. Requestor Phone Number:	8. Date of Request:	9. Document ID Number:
TOM WATTS	509-353-2747	12/29/2017	SPW-18-0072F

10. Ship To Address:	11. City:	12. State:	13. Zip Code:
10710 N. Newport Hwy	Spokane	WA	99218

14. Vendor Name:	15. Vendor POC:	16. Vendor Phone Number:
WASHINGTON STATE PATROL	CRIMINAL TELECOMMUNICATIONS	360-570-3103

17. Vendor Address:	18. City:	19. State:	20. Zip Code:
P.O. BOX 42602	OLYMPIA	WA	98504

21. Detailed Justification for Purchase:

ACCESS user fee. Quarter 4, FY 2018. Connection needed to run criminal and other records check.

WSP CONTRACT K13604 - amendment 003

SPW_18-0072

Check #1017

22. Item #	23. Item Description	24. Stock Number	25. Quantity	26. Unit of Issue	27. Unit Price	28. Subtotals	29. Date Received
1	ACCESS FEE QTR 4		1	AU	$1,200.00	$1,200.00	
2	Convenience check fee		1	AU	$24.00	$24.00	

ACCS 30. Accounting Data:

Item 1 : 0600006780 018 935607021 18500 BPO12 Z65K 2572 AB0300000001

Item 2 : 0600006780 018 935607021 18500 BPO12 Z65K 2525 AB0300000001

31. Purchase Log ID: 9861864158

32. ESTIMATED ORDER TOTAL: $1,224.00

33. TO REQUIRED SOURCES for SUPPLIES	TO REQUIRED SOURCES for SERVICES	TO SPECIAL APPROVALS NEEDED
☐ 1. Agency Inventories	☐ 1. ABILITY ONE	☐ 1. IT Request
☐ 2. Excess Prty from other Agencies	☐ 2. GSA/FSS	☐ 2. Printing
☐ 3. UNICOR	☐ 3. Optional Use Federal Supply Schedules	☐ 3. Branding
☐ 4. Ability One	☒ 4. UNICOR or Commercial	☐ 4. Legal
☐ 5. Wholesale Supply Sources		☐ 5. OGC-Awards
☐ 6. GSA/FSS or DHS BPAs		☐ 6. Accountable Property
☐ 7. Optional Use Federal Supply Schedules		☐ 7. Other
☐ 8. Commercial		

34. FUNDS VERIFICATION OFFICIAL INFORMATION — Note: Attach all documents BEFORE signing

Printed Funding Official Name and Title:	Phone Number:	Date:	SIGNATURE:
KARISSA R VANDEVENTER	509-353-2747	05/30/2018	KARISSA R VANDEVENTER

35. APPROVING OFFICIAL/ALTERNATE APPROVING OFFICIAL INFORMATION

Printed Approving Official Name and Title:	Phone Number:	Date:	SIGNATURE:
TERESA G HUGHES	509-476-3622	05/30/2018	TERESA G HUGHES

36. PURCHASE CARD HOLDER INFORMATION

Card Holder Signature:	Date of Purchase:	AMOUNT PAID:
CAROL L DOERING	05/30/2018	$1,224.00

37. ALL THE ABOVE ITEMS HAVE BEEN RECEIVED AND ACCEPTED (Third Party- Cannot be the cardholder or the approving official)

Printed Name and Title:	Phone Number:	Date:	RECEIVER SIGNATURE:
Kristin Kelly, MSS	(509)468-3834	09/24/18	
Printed Name and Title:	Phone Number:	Date:	ACCEPTOR SIGNATURE:

38. PROPERTY CUSTODIAN INFORMATION (Property Accountability)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

39. LOCAL USE SIGNATURES (If needed)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

pd 09/25/18

Reconciled 10/22/18
Request log N/A
Spend plan ROC ✓
Receiving log ✓
Final to: 1501 file ✓
PCPO ✓, Recv log ✓

State of Washington
WASHINGTON STATE PATROL
BILLING INVOICE

RECEIVED SEP 24 2018

Account Number: Code 51(c)
Invoice Date: 09/15/2018
Invoice Number: 00067551

US CUSTOMS AND BORDER PROTECT
10710 NORTH NEWPORT HWY
SPOKANE WA 99218

TOTAL DUE: $ 1,200.00

Due Date: 10/15/2018

Please return top portion with your remittance.

Please remit to:
WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
P O BOX 42602
OLYMPIA, WA 98504-2602

Federal ID # 91-6001127

Account Number: Code 51(c)
Invoice Date: 09/15/2018
Invoice Number: 00067551

Due Date: 10/15/2018

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

DATE	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
09/15/2018	ACCESS User Fee	3	$400.000	$1,200.00

ACCESS USER FEE FOR JULY 1- SEPTEMBER 30, 2018.

PLEASE SUBMIT A NEW PO FOR THE TIME PERIOD OCTOBER 1, 2017 - SEPTEMBER 30, 2018. IF YOU HAVE NOT ALREADY DONE SO, TO SHANNON OIEN AT Shannon.oien@wsp.wa.gov, Ph.360-596-4070

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE: $1,200.00

DEPARTMENT OF HOMELAND SECURITY

PURCHASE CARD TRANSACTION WORKSHEET

1. Name of Cardholder:	2. Cardholder Telephone Number:	3. Cardholder Email Address:	4. Component:	5. Program/Office:
CAROL L DOERING	509-468-3852	CAROL.L.DOERING@CBP.DHS.GOV	CBP	USBP

6. Requestor Name:	7. Requestor Phone Number:	8. Date of Request:	9. Document ID Number:
TOM WATTS	509-353-2747	12/11/2018	SPW-19-0129

10. Ship To Address:	11. City:	12. State:	13. Zip Code:
10710 N Newport Hwy	Spokane	WA	99218

14. Vendor Name:	15. Vendor POC:	16. Vendor Phone Number:
WASHINGTON STATE PATROL	CRIMINAL TELECOMMUNICATIONS	360-570-3103

17. Vendor Address:	18. City:	19. State:	20. Zip Code:
P.O. BOX 42602	OLYMPIA	WA	98504

21. Detailed Justification for Purchase:

ACCESS User Fee - 1st Quarter FY2019. Connection needed to run criminal and other records checks.

WSP Contract K13604 - Amendment 004

SPW-19-0129

Check #10410 Sent check 01/30/19

22. Item #	23. Item Description	24. Stock Number	25. Quantity	26. Unit of Issue	27. Unit Price	28. Subtotals	29. Date Received
1	ACCESS FEE 1ST QTR		1	AU	$1,200.00	$1,200.00	
2	Convenience Check Fee		1	AU	$24.00	$24.00	

ACCS 30. Accounting Data:

Item 1 : 0600006945 016 935607021 19500 BPO12 Z65K 2572 AB0300000001

Item 2 : 0600006945 016 935607021 19500 BPO12 Z65K 2525 AB0300000001

31. Purchase Log ID: 9861976621

32. ESTIMATED ORDER TOTAL: $1,224.00

33. TO REQUIRED SOURCES for SUPPLIES		TO REQUIRED SOURCES for SERVICES	TO SPECIAL APPROVALS NEEDED	
☐ 1. Agency Inventories	☐ 5. Wholesale Supply Sources	☐ 1. ABILITY ONE	☐ 1. IT Request	☐ 5. OGC-Awards
☐ 2. Excess Prty from other Agencies	☐ 6. GSA/FSS or DHS BPAs	☐ 2. GSA/FSS	☐ 2. Printing	☐ 6. Accountable Property
☐ 3. UNICOR	☐ 7. Optional Use Federal Supply Schedules	☐ 3. Optional Use Federal Supply Schedules	☐ 3. Branding	☐ 7. Other
☐ 4. Ability One	☐ 8. Commercial	☒ 4. UNICOR or Commercial	☐ 4. Legal	

34. FUNDS VERIFICATION OFFICIAL INFORMATION — **Note: Attach all documents BEFORE signing**

Printed Funding Official Name and Title:	Phone Number:	Date:	SIGNATURE:
KARISSA R VANDEVENTER	509-353-2747	12/11/2018	KARISSA R VANDEVENTER

35. APPROVING OFFICIAL/ALTERNATE APPROVING OFFICIAL INFORMATION

Printed Approving Official Name and Title:	Phone Number:	Date:	SIGNATURE:
TERESA G HUGHES	509-476-3622	12/11/2018	TERESA G HUGHES

36. PURCHASE CARD HOLDER INFORMATION

Card Holder Signature:	Date of Purchase:	AMOUNT PAID:
CAROL L DOERING	12/31/2018	$1,224.00

37. ALL THE ABOVE ITEMS HAVE BEEN RECEIVED AND ACCEPTED (Third Party- Cannot be the cardholder or the approving official)

Printed Name and Title:	Phone Number:	Date:	RECEIVER SIGNATURE:
Janel Matterson, MSS	509-468-3810	12/31/2018	Janel Matterson
Printed Name and Title:	Phone Number:	Date:	ACCEPTOR SIGNATURE:

38. PROPERTY CUSTODIAN INFORMATION (Property Accountability)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

39. LOCAL USE SIGNATURES (If needed)

Printed Name and Title:	Phone Number:	Date:	SIGNATURE:

Reconciled _____

Request Log N/A

Spend Plan N/

Receiving Log N/

Final to: 1501 file _____, PCPO _____,

Receiving Log _____

State of Washington
WASHINGTON STATE PATROL
BILLING INVOICE

US CUSTOMS AND BORDER PROTECT
10710 NORTH NEWPORT HWY
SPOKANE WA 99218

Account Number: BOR102
Invoice Date: 12/15/2018
Invoice Number: 00068291

TOTAL DUE: $ 1,200.00

Due Date: 01/14/2019

Please return top portion with your remittance.

Please remit to:
WASHINGTON STATE PATROL
BUDGET AND FISCAL SERVICES
P O BOX 42602
OLYMPIA, WA 98504-2602

Federal ID # 91-6001127

Account Number: BOR102
Invoice Date: 12/15/2018
Invoice Number: 00068291

Due Date: 01/14/2019

ACCESS User Fee

Please refer billing questions to ACCESS at (360) 596-4039

DATE	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
12/15/2018	ACCESS User Fee	3	$400.000	$1,200.00

ACCESS USER FEE FOR OCTOBER 1- DECEMBER 31, 2018.

PLEASE SUBMIT A NEW PO FOR THE TIME PERIOD OCTOBER 1, 2018 - SEPTEMBER 30, 2019. IF YOU HAVE NOT ALREADY DONE SO, TO SHANNON OIEN AT Shannon.oien@wsp.wa.gov, Ph.360-596-4070

FOR BILLING QUESTIONS CALL MARINA FOSTER AT 360-596-4039.

ORI# WACBP3200

TOTAL DUE: $1,200.00

App2250_PR
OF680225

U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov Springfield, Virginia 22152

Agreement Number 2018-124

This Letter of Agreement (LOA) is entered into between the ***WASHINGTON STATE PATROL,*** hereinafter referred to as ***(THE AGENCY),*** and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of Washington***. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the ***State of Washington***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:

   a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
   b. Investigate and report instances involving the trafficking in controlled substances.
   c. Provide law enforcement personnel for the eradication of illicit cannabis located within the ***State of Washington***.
   d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
   e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
   f. **MANDATORY requirement for *THE AGENCY* to utilize *the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.***
   g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

DEA will pay to ***THE AGENCY*** Federal funds in the amount of **THREE HUNDRED TWENTY-FIVE DOLLARS ($325,000.00)** for the period of October 1, 2017 to September 30, 2018, to defray costs relating to the eradication and suppression of illicit cannabis.

3. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally funding and expenditures are not permitted for the eradication of "Ditch Weed". ***THE AGENCY*** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY's*** presence on Federal land.

4. The Federal funds provided to ***THE AGENCY*** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the**

normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund". ***[Agency Initials*** ___ ***]***

All purchases of equipment, supplies and other resources must be requested in writing, ***through*** the respective DEA Division, ***to the Investigative Support Section (OMS)***. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. ***[Agency Initials*** ___ ***]*** Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **are not automatically approved for purchase.** ***[Agency Initials*** ___ ***]*** All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with ***THE AGENCY*** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, ***THE AGENCY*** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless ***THE AGENCY***:

(a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

(b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of $500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, ***THE AGENCY*** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. ***THE AGENCY*** agrees that any unused supplies not exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit) for the use of ***THE AGENCY***'s personnel engaged in illicit cannabis eradication under this Agreement, ***THE AGENCY*** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to

the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to ***THE AGENCY*** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by ***THE AGENCY*** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to ***THE AGENCY*** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to ***THE AGENCY*** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and July thru September (FINAL) Accounting Form.

9. It is understood and agreed by ***THE AGENCY*** that, in return for DEA's payment to ***THE AGENCY*** for Federal funds, ***THE AGENCY*** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements With State and Local Governments), **OMB Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 CFR 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 CFR 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse **erd.fac@census.gov** with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of ***THE AGENCY*** under the single audit requirement is ***FY-18*** **(10/01/2017** through **09/30/2018).**

10. ***THE AGENCY*** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. ***THE AGENCY*** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis. ***THE AGENCY*** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax

or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis.

11. ***THE AGENCY*** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. ***THE AGENCY*** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. ***THE AGENCY*** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, ***THE AGENCY*** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. ***THE AGENCY*** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). ***THE AGENCY*** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of ***THE AGENCY*** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between ***THE AGENCY*** and DEA.

15. ***THE AGENCY*** shall be responsible for the acts or omissions of ***THE AGENCY's*** personnel. ***THE AGENCY*** and ***THE AGENCY's*** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of Washington** resulting from the DCE/SP funded by DEA.

16. ***THE AGENCY*** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within ten (10) days after termination of the Agreement, ***THE AGENCY*** will prepare a July thru September (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The July thru September (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by October 14th.

18. Upon submission of the July thru September (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of $2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 2, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by ***THE AGENCY*** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by ***THE AGENCY*** during the terms of this Agreement. In no event shall ***THE AGENCY*** incur any new obligations during the period of notice of termination. ***THE AGENCY*** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. ***THE AGENCY*** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, *THE AGENCY*** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (http://fedgov.dnb.com/webform) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, *THE AGENCY*** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

***THE AGENCY*'s** current DUNS No. is 808883854.

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued on 12/20/2017.

THE WASHINGTON STATE PATROL

Printed Name & Signature: JASON BERRY (Blue Ink Only)

Title: ASST. CHIEF Date: 3-22-18

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: K (Blue Ink Only)

Special Agent in Charge - Seattle Field Division Date: 03-26-2018

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2018/AFF-B-OP/OM/8410000/DEA-JLE/DCE:_____

UFMS Input Date:_____ **DNC** No. _____

DNO No._____ **DDP** No._____

Printed Name:_____ Signature: Charles D. Ellis

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

***THE AGENCY*'s** current DUNS No. is 808883854.

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued on 12/20/2017.

THE WASHINGTON STATE PATROL

Printed Name & Signature: JASON BERRY (Blue Ink Only)

Title: ASST. CHIEF Date: 3-22-18

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: (Blue Ink Only)

Special Agent in Charge - Seattle Field Division Date: 03-26-2018

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2018/AFF-B-OP/OM/8410000/DEA-JLE/DCE: -25205-DCESP-DCE-8410000

UFMS Input Date: 03/27/2018 **DNC** No. D-18-SE-0012

DNO No. D-18-SE-0227 **DDP** No. D-18-DSE-036938

Printed Name: Charles D. Ellis Signature: Charles D. Ellis

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section
DEA Headquarters

www.dea.gov

October 1, 2017

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	Washington State Treasurer/State Patrol
Account Number:	Code 51(c)
Name of Bank/Financial Institution:	US Bank
Address of Bank/Financial Institution:	Olympia, WA
Telephone Number of Bank/Financial Institution:	Evangeline Abanes
Contact Person of Bank/Financial Institution:	1-800-346-2249
Bank/Financial Institution ABA Number:	123000848
State-Local Agency Name / LOA Number:	Washington State Patrol/2018-124

Robert Maki, Chief Financial Officer
Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

3/22/18
Date

Investigative Support Section
DEA Headquarters

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21. A-87. A-110, A-122, A-133: E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR. Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rnmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended: Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature _____ Date 3-22-18

Agency Name & LOA Number: Washington State Patrol/2018-124

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
Post Office Box 42602
Olympia, WA 98504-2602

2. Application Number and/or Project Name

DCE/SP 2018-124

3. Grantee IRS/Vendor Number

916001127

4. Typed Name and Title of Authorized Representative

Jason G. Berry, Assistant Chief

5. Signature

6. Date

(BLUE INK ONLY)

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rnmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

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14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

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Signature _____ Date 3-22-18

Agency Name & LOA Number: Washington State Patrol/2018-124

(1) Abide by the terms of the statement; and

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(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___if there are workplaces on file that are not identified here.

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Check ___if the State has elected to complete OJP Form 4061/7.

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(GRANTEES WHO ARE INDIVIDUALS)

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A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
Post Office Box 42602
Olympia, WA 98504-2602

2. Application Number and/or Project Name

DCE/SP 2018-124

3. Grantee IRS/Vendor Number

916001127

4. Typed Name and Title of Authorized Representative

Jason G. Berry, Assistant Chief

5. Signature

(BLUE INK ONLY)

6. Date

3-27-18

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO.	PAGE	OF
0348-004		PAGES

1. TYPE OF PAYMENT REQUESTED
   a. ✓ one or both boxes: [x] ADVANCE [ ] REIMBURSEMENT
   b. ✓ the applicable box: [ ] FINAL [ ] PARTIAL

2. BASIS OF REQUEST: [x] CASH [ ] ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED
DRUG ENFORCEMENT ADMINISTRATION

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
2018-124

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER
91-6001127

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST
FROM (MM-DD-YYYY): 10/01/2017
TO (MM-DD-YYYY): 09/30/2018

9. RECIPIENT ORGANIZATION
Name:
NEW ADDRESS:
Number and Street: Washington State Patrol
106 11th Ave SW, Ste. 4100
City, State and ZIP Code: Olympia WA 98504-2634

10. PAYEE *(Where check is to be sent if different than Item 9)*
Name:
Number and Street:
City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ➤		(a) Original Letter of Agreement	(b)	(c)	TOTAL
a. Total program outlays to date	*(As of date)*	$ 325,000.00			$ 325,000.00
b. Less: Cumulative program income					0.00
c. Net program outlays *(Line a minus line b)*		$ 325,000.00	0.00	0.00	$ 325,000.00
d. Estimated net cash outlays for advance period					0.00
e. Total *(Sum of lines c & d)*		$ 325,000.00	0.00	0.00	$ 325,000.00
f. Non-Federal share of amount on line e					0.00
g. Federal share of amount on line e		$ 325,000.00			$ 325,000.00
h. Federal payments previously requested					0.00
i. Federal share now requested *(Line g minus line h)*		$ 325,000.00			$ 325,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month		0.00		
	2nd month				0.00
	3rd month				0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested *(Line a minus line b)*	$ 0.00

LOA Number: 2018-124

13. **CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED 3-22-18
	TYPED OR PRINTED NAME AND TITLE Jason G. Berry, Assistant Chief	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) 360-596-4109

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

U.S. DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION

REQUISITION FOR EQUIPMENT, SUPPLIES, OR SERVICES

(Instruction on Reverse)

1. REQUISITION NO.	2. PURCHASE ORDER / CONTROL NO.
3. PAGE 1 OF 1 PAGE	4. DATE PREPARED
5. FOR INFORMATION CALL *(Name,telephone code, and extension)* GS Matthew L. Duran, DCE/SP Coordinator	
6. TO *(Name and location)* Elizabeth L. Scott Administrative Officer Seattle Field Division	7. FROM *(Requisitioning point - name and location)* GS Matthew L. Duran Special Support Group S-11
8. RECOMMENDED SOURCE: DEA-HQ OMS 2018 DCESP Funding	9. REQUIRED DELIVERY DATE 10-01-2017 to 09-30-2018 10. FEDERAL SUPPLY CONTRACT NO. (If known)
11. ALLOWANCE AND ACTIVITY ACCOUNTS CHARGEABLE, AND OBJECT CLASS(ES) DNC D-18-SE-0012 CE 03/27/2018 DNO D-18-SE-0227 CE 03/29/2018 DDP D-18-DSE-036938 CE 03/30/2018	12. SIGNATURE OF APPROVING OFFICER 13. TITLE OF APPROVING OFFICER Keith Weis, Special Agent in Charge

FORM OR STOCK NO. (14)	DESCRIPTION OF ARTICLES OR SERVICES (15)	QUANTITY (16)	UNIT (17)	UNIT PRICE (18)	AMOUNT (19)
LOA 2018-124	Funding for Washington State Patrol for 2018 DCE/SP Program Letter of Agreement #2018-124	1		325,000.00	325,000.00
2018-(29)-LOA - WASH-25205-DCESP-8410000					0.00
	JUSTIFICATION: Request for funding pursuant to Letter of Agreement approved by DEA				0.00
	Headquarters. Copy of LOA attached.				0.00
					0.00
					0.00
					0.00
					0.00
					0.00
TIN: 91-6001127					0.00
DUNS: 808883854	2018/AFF-B-OP/OM/8410000/DEA-JLE/DCE				0.00

20. DELIVER TO *(Give complete address, including ZIP Code)* GS Matthew L. Duran 300 5th Avenue, Suite 1300 Seattle, WA 98104-2398	21. SHIP VIA ☐ FREIGHT ☐ PARCEL POST ☐ EXPRESS ☐ MAIL ☐ OTHER *(Specify in remarks)* 22. REMARKS Electronic Funds Transfer via UFMS DUNS# 808883854	TOTAL 325,000.00

DEA Form (July 1976) - 19

Previous edition dated 8/73 may be used until stock is exhausted

U.S. DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION

REQUISITION FOR EQUIPMENT, SUPPLIES, OR SERVICES

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					0.00
	JUSTIFICATION: Request for funding pursuant to Letter of Agreement approved by DEA				0.00
	Headquarters. Copy of LOA attached.				0.00
					0.00
					0.00
					0.00
					0.00
					0.00
TIN: 91-6001127					0.00
DUNS: 808883854	2018/AFF-B-OP/OM/8410000/DEA-JLE/DCE				0.00

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	22. REMARKS Electronic Funds Transfer via UFMS DUNS# 808883854		

Previous edition dated 8/73 may be used until stock is exhausted

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER	PAGE 1 OF 12
0011110831	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
W911S8-18-P-0011	06-Dec-2017			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE W911S8

MICC- JB LEWIS-MC CHORD
BUILDING 2015
JOINT BASE LEWIS-MCCHORD WA 98433-9500

TEL: (253) 966-3505
FAX:

10. THIS ACQUISITION IS

[ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:

[ ] SMALL BUSINESS

[X] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

[ ] HUBZONE SMALL BUSINESS

[ ] EDWOSB

NAICS: 519190

[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

[ ] 8(A)

SIZE STANDARD: $27,500,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[ ] SEE SCHEDULE

12. DISCOUNT TERMS

Net 30 Days

[ ] **13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)**

13b. RATING

14. METHOD OF SOLICITATION

[ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE W56DRN

DIRECTORATE OF EMERGENCY SERVICE
DIRECTORATE OF EMERGENCY SERVICE
ATTN: BILL CANTRAL
YAKIMA, WA 98901

16. ADMINISTERED BY CODE

NATHAN SHELTON
MICC JBLM BLDG 2015 MS 19
JOINT BASE LEWIS-MCCHORD WA 98433-9500

17a. CONTRACTOR/ OFFEROR CODE 07TG0 FACILITY CODE

WASHINGTON STATE PATROL
HEATHER ANDERSON
210 11TH AVE SW RM116
OLYMPIA WA 98504-0001

TELEPHONE NO. 360-534-2103

18a. PAYMENT WILL BE MADE BY CODE HQ0490

DFAS - INDIANAPOLIS CENTER
DFAS-IN, VP GFEBS 8899 E. 56TH ST.
INDIANAPOLIS IN 46249-3800

[ ] **17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER**

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [X] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$4,800.00

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

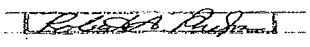
[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[X] 29. AWARD OF CONTRACT: REF. W911S8-18-P-0011 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)



30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*	31c. DATE SIGNED
		Robert Phelps / Contracting Officer TEL: EMAIL: robert.a.phelps2.civ@mail.mil	05-Dec-2017

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 12

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Each	$400.00	$4,800.00

YTC WACIC Subscription
FFP
Yakima Training Center (YTC) Washington Crime Information Center (WACIC) - 1 Year Subscription.

The contractor shall provide the WACIC subscription for the period of December 6, 2017 - December 5, 2018.
FOB: Destination
PURCHASE REQUEST NUMBER: 0011110831

NET AMT	$4,800.00
ACRN AA	$4,800.00

CIN: GFEBS001111083100010

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 06-DEC-2017 TO 05-DEC-2018	N/A	DIRECTORATE OF EMERGENCY SERVICE DIRECTORATE OF EMERGENCY SERVICE ATTN: BILL CANTRAL YAKIMA, WA 98901 FOB: Destination	W56DRN

ACCOUNTING AND APPROPRIATION DATA

AA: 021201820182020000113131257 000010017176 6100.9000021001
COST CODE: A2AES
AMOUNT: $4,800.00
CIN GFEBS001111083100010: $4,800.00

CLAUSES INCORPORATED BY REFERENCE

52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.213-3	Notice to Suppliers	APR 1984
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2017) ALTERNATE I (FEB 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

_____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

____ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

____ (28) 52.222-26, Equal Opportunity (Sept 2015) (E.O. 11246).

____ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

_____ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (OCT 2015) of 52.223-13.

_____ (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-14.

_____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

____ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

_____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

_____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

_____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice 2-in-1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911S8
Admin DoDAAC	W911S8
Inspect By DoDAAC	W56DRN
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

INSPECTOR: william.n.cantral.civ@mail.mil
ACCEPTOR: william.n.cantral.civ@mail.mil
RECEIVING OFFICE POC: william.n.cantral.civ@mail.mil
CONTRACT ADMINISTRATOR: nathan.b.shelton.civ@mail.mil
CONTRACTING OFFICER: robert.a.phelps2.civ@mail.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

WSP No. K13814

U. S. Department of Justice
Drug Enforcement Administration
Seattle Field Division
300 5th Ave, Suite 1300
Seattle, WA 98104

www.dea.gov

April 13, 2018

Washington State Patrol
Lt. Chris Caiola
1519 Alaskan Way S,
Seattle, WA 98134

Subject: Purchase Order Number: 15DDSE18P00000018

To Whom It May Concern

Enclosed herein is the above referenced Purchase Order between Washington State Patrol and the Drug Enforcement Administration (DEA). Please acknowledge acceptance of this contract by completing the certification below and returning this page via email to the Purchase Agent: Laura Alexander at PURCHASING.SEATTLE@USDOJ.GOV or by fax: 206-553-5302. Also, please submit all invoices to: INVOICE.SEATTLE@USDOJ.GOV

If you have any questions or concerns, please contact Laura Alexander at 206-553-1150.

V/R

Elizabeth Scott
Contracting Officer
Seattle Field Division

Acknowledgement Certification:

I Simon Tee acknowledge the acceptance of the contract/order number:

15DDSE18P00000018.

Simon Tee, Grants & Contracts Manager
Print Name and Title

5/4/18
Signature Date

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. *(If any)*
04/13/2018	
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
15DDSE18P00000018	D-18-SE-0065

5. ISSUING OFFICE *(Address correspondence to)*
DEA - Seattle Division
300 5th Avenue, Suite 1300
Seattle, WA 98104
Laura Alexander
(O) 206-553-1150
(F) 2065535302
Purchasing.Seattle@usdoj.gov

6. SHIP TO: KEVIN WETTELAND
a. NAME OF CONSIGNEE
DEA - Seattle Division
b. STREET ADDRESS
300 5th Avenue, Suite 1300

c. CITY	d. STATE	e. ZIP CODE
Seattle	WA	98104

f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR
Washington State Patrol
b. COMPANY NAME
WASHINGTON STATE PATROLDUNS: 808883854
c. STREET ADDRESS
BUDGET AND FISCAL SERVICES
PO BOX 42602

d. CITY	e. STATE	f. ZIP CODE
OLYMPIA	WA	98504-2602

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR: _____
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY – Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

10. REQUISITIONING OFFICE
DEA - Seattle Division
300 5th Avenue, Suite 1300
Seattle, WA 98104
DANIEL OLSON
DANIEL.E.OLSON@USDOJ.GOV

9. ACCOUNTING AND APPROPRIATION DATA
See Lines

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			NET 30

17. SCHEDULE ***(See reverse for Rejections)***

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	ONE NARCOTICS K-9 AND 9 WEEKS OF TRAINING AT THE WASHINGTON STATE PATROL ACADEMY. TRAINING WILL START 09-10-2018. TFO NATALIE MOUNTS WILL BE THE HANDLER FOR THIS K-9. See Continuation Sheet(s)	1.000000	EA	$7,000.0000	$7,000.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		
			$7,000.00	17(h) TOT. *(Cont. pages)*

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME
DEA - Seattle Division Attn: EMAIL TO: INVOICE.SEATTLE@USDOJ.GOV
b. STREET ADDRESS *(or P.O. Box)*
300 5th Avenue, Suite 1300

c. CITY	d. STATE	e. ZIP CODE		
Seattle	WA	98104	$7,000.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)*

23. NAME *(Typed)*
Scott, Elizabeth D.
TITLE: CONTRACTING/ORDERING OFFICER

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Line Period of Performance: 09/10/2018 - 11/12/2018				
				TOTAL	$7,000.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CLASSIFICATION
N/A	1	$7,000.00	DEA-2018-2019-S2H-OM-8410000-DOM-G2-SEQT-FLS-25104-FLD-SE-SVC-8410902-2018
		TOTAL: $7,000.00	

Section 3 - Contract Clauses

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Section 4 - List of Attachments

Identifier	Title	Number of Pages
1	DEA-19 AND SUPPORTING DOCUMENTS	3

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52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html#wp372482.

(End of clause)

CONTRACTING OFFICER: Check the appropriate box only for clauses that are applicable to this procurement.

☐	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
☐	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
☐	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
☐	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
☐	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
☐	52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
☒	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
☐	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
☒	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
☐	52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
☐	52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)
☐	52.209-12	CERTIFICATION REGARDING TAX MATTERS (FEB 2016)
☐	52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)
☐	52.212-4 ALT I	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) WITH ALTERNATE I (JAN 2017)
☒	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (Executive Order 13658).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 3509)).

☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (*Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.*)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (*if the offeror elects to waive the preference, it shall so indicate in its offer*) (15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Nov 2016) of 52.219-9.

☐ (v) Alternate IV (Nov 2016) of 52.219-9.

☒ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☒ (ii) *Alternate I* (Mar 2015) of 52.222-50 (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

☒ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O. 13423 and 13514).

☒ (ii) Alternate I (Jun 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O. 13423).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☒ (48) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (May 2014) of 52.225-3.

☐ (iii) Alternate II (May 2014) of 52.225-3.

☐ (iv) Alternate III (May 2014) of 52.225-3.

☒ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☒ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332)

☒ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).

☐ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67, *et seq.*).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67, *et seq.*).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67, *et seq.*).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67, *et seq.*).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67, *et seq.*).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67, *et seq.*).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

☒ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 3509)).

(ii) (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii) ☒ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) ((Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☒ (B) Alternate I (Mar 2015) of 52.222-50 (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).

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(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

☐ 52.223-2 **AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**
*****fill-in information in paragraph (d)*****
[enter agency point of contact name, phone #, and e-mail address]

☐ 52.225-8 **DUTY-FREE ENTRY (OCT 2010)**

☐ 52.232-18 **AVAILABILITY OF FUNDS (APR 1984)**

☒ 52.232-39 **UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

☒ 52.232-40 **PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

CONTRACTING OFFICER: List additional clauses below, as needed, by entering the clause number, title, and date for each clause added.

The following clauses are also applicable as indicated below.

☐ **DEA-2852.203-70 FORMER EMPLOYMENT OR ASSIGNMENT WITH THE DEA (JAN 2016)**

(a) Prior to award and throughout the life of the contract, the contractor shall identify any contractor employees who currently work for DEA, or have been employed with DEA within the last two years, or who will be working at, or providing support for, the same DEA Division or Office where they were last assigned prior to leaving DEA under this contract/task order.

(b) Any prospective and current employee identified by the contractor as meeting the criteria described above, must complete and sign a DEA Contractor Ethics Questionnaire, which is available for download at http://www.dea.gov/resource-center/doing-business_acq_policies.shtml. The contractor must then submit the employee's completed questionnaire to DEA prior to the individual beginning performance on this effort. Questionnaires shall be submitted electronically to ethicsFAC@usdoj.gov **AND** CC-Ethics@usdoj.gov.

(c) DEA will provide a response to the contractor for each questionnaire after review by the DEA Office of Chief Counsel.

(d) The contractor understands that contractor employees are prohibited from appearing before, or communicating with, the Federal Government on behalf of a contractor regarding a Government contract, investigation or other particular matter that they participated in personally and substantially as a Federal employee with the intent to influence Government officials in those matters for the lifetime of those matters.

(e) The contractor further understands that for two years after leaving the Federal Government, contractor employees are prohibited from appearing before, or communicating with, the Government with the intent to influence on behalf of a contractor regarding a Government contract, investigation or other particular matter that they did not participate in personally and substantially as a Government employee, but that was under their official responsibility during their last year in the Government.

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(f) If DEA determines that after reviewing questionnaire responses or conducting other inquiries that a contractor employee may violate the above post-employment restrictions or other applicable laws if allowed to work on or support the contract/task order, at DEA's request, the contractor must remove that employee from the contract/task order.

(End of clause)

☐ **DEA-2852.204-78 CONTRACTOR PERSONNEL REPORTING REQUIREMENTS (CPRR) (JAN 2016)**

(a) During the life of the contract, the contractor shall report all personnel assigned to perform under the contract using the "CPRR Excel Spreadsheet Template" available at http://www.dea.gov/resource-center/doing-business_acq_policies.shtml.

(b) The report shall be updated quarterly to include any additions, updates, or changes in status. This information will be maintained by DEA's Office of Security Programs, to ensure compliance with requirements of Homeland Security Presidential Directive 12 (HSPD-12).

(c) By the 10th of January, April, July, and October, the Contractor shall provide the report directly to the HSPD-12.Division.Mail@usdoj.gov.

(d) Failure to submit timely updates on the quarterly Contractor report will be documented by Security Programs and reported to the Contracting Officer's Representative (COR) or Contracting Officer for appropriate action and may result in adverse comments to the Contractor Performance Assessment Reporting System (CPARS).

(e) In the event of repetitive failures to provide this report, the contract may be terminated for default.

(End of Clause)

☒ **DEA-2852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 2012)**

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances that would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) In the event that an actual, potential, or apparent organizational conflict of interest is discovered after award, the Contractor shall make full disclosure of the particular facts and circumstances to the Contracting Officer in writing. This disclosure shall include a description of the actions that the Contractor has taken, or proposes to take in order to avoid, mitigate, or neutralize the risk to the Government.

(c) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if deemed necessary to avoid or mitigate an actual or apparent organizational conflict of interest. In the event that the Contractor failed to disclose in a timely manner, or misrepresented the facts and circumstances of, an actual, potential, or apparent organizational conflict of interest of which it had prior knowledge, the Contracting Officer may terminate this contract for default or cause, and pursue additional remedies, including debarment, as may be provided by law.

(d) The Contractor shall insert terms substantially similar to this clause in any subcontract or consultant agreement under this contract.

(End of clause)

☒ **DEA-2852.209-79 CONTRACTOR INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS PROHIBITING OR RESTRICTING REPORTING OF WASTE, FRAUD, AND ABUSE (DEVIATION 2015-02) (APR 2016)**

None of the funds appropriated to the Department under its current Appropriations Act may be used to enter into a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. By submitting a response to this solicitation, the contractor certifies that it does not require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of clause)

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☒ **DEA-2852.211-71 SCHEDULED AND UNSCHEDULED CLOSURES OF GOVERNMENT OFFICES (NOV 2012)**

(a) In accordance with 5 U.S.C. 6103, Federal Government offices are closed for ordinary business in observance of the following holidays:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day (*Federal offices in the Washington DC metropolitan area only*)

(b) Federal offices may close at other times without advance notice due to emergencies, inclement weather, interruption of utilities, or other reasons. Such closures may be declared by the President, Office of Personnel Management, Office of Management and Budget, the Administrator of the DEA, or other appropriate executive authority. The duration of such closures may range from an early closure with normal operations expected on the next business day to a period of indeterminate length.

(c) At the time that a closure is declared, appropriate information, notifications, and instructions will be provided regarding the return to normal operations. The Contractor shall comply with all directives issued in regards to such closures. The Contractor shall follow agency procedures for registering emergency contact information and shall monitor appropriate broadcast mediums for receiving emergency information.

(d) When a closure is declared, contractor personnel must vacate the facility as directed except personnel designated in accordance with agency procedures by the contracting officer to remain onsite to continue performance. Evacuated personnel will not be allowed to reenter the facility for the duration of the closure. Performance of work at alternate sites is not permissible except in accordance with the terms of the contract and written authorization by the contracting officer.

(e) Whenever it is necessary for contractor employees to continue performance during such closures, the contracting officer will provide written authorization for such work. Such written authorization will designate the specific individuals authorized to continue performance, alternate work sites when applicable, work schedules, work dates, and special instructions and information. Telework may be authorized if permitted by the terms of the contract. Any services scheduled to be performed at Government facilities shall not be performed elsewhere unless specifically authorized in accordance with the terms of this contract.

(f) For firm fixed priced contracts, the terms for invoicing and payment in the contract will remain unchanged unless changed by a fully executed modification to the contract.

(g) For other than firm fixed priced contracts, the contractor shall invoice in accordance with the Payments and Prompt Payment clauses of the contract only for work performed. Employee compensation for the period of the closure shall be governed by corporate policy.

(h) Agency-sponsored events such as picnics or other social events are not considered to be official office closures. The Contractor shall not invoice for time spent by its employees attending or participating in such events.

(i) In no case will any compensable administrative leave, which might be approved for Federal employees in connection with official holidays or other events, extend to contractor personnel.

[End of clause]

☐ **DEA-2852.218-70 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OUTBREAK OR OTHER BIOMEDICAL EMERGENCY OR CATASTROPHE (MAY 2012)**

(a) It has been determined that the services provided under this contract are mission-critical and essential to the ongoing operations of the Drug Enforcement Administration.

(b) In the event of a pandemic influenza outbreak or other biomedical emergency or catastrophe, the Contractor shall continue performance of this contract without delay or interruption.

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(c) The Government will provide notice, information, and instructions to the Contractor regarding any such event. If it is determined that changes to the performance requirements are necessary, the Government will implement the necessary changes by the issuance of Change Orders in accordance with the Changes clause of the contract, and the Contractor may assert its right for an equitable adjustment accordingly. Additional information and guidance is provided in the attached notice entitled, "Continuing Contract Performance during a Pandemic Influenza or Other National Emergency."

(End of clause)

☐ **DEA-2852.219-70 SECTION 8(a) DIRECT AWARD (MAY 2012)**

(a) Pursuant to the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Justice (DOJ), the U.S. Drug Enforcement Administration (DEA), a component of the DOJ, hereby executes a direct award to **[enter name of 8(a) concern]** under the authority delegated to it by the SBA in accordance with 13 CFR 124.501 and the PA. DEA will perform all contract execution and review functions pertaining to this award in accordance with the delegation. The DEA will notify the SBA of this award, as required by 13 CFR 124.503(a)(4)(ii), and provide SBA with a copy of the award.

(b) Notwithstanding the identification of the parties on the award form, the prime Contractor for this award is the U.S. Small Business Administration, and **[enter name of 8(a) concern]** is the Subcontractor.

(c) The cognizant SBA district office is:

[SBA district office]

[street address]

[city, state and zip code]

(d) **[enter name of the 8(a) concern]** shall:

(1) Notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control;

(2) Comply with the applicable performance requirements of clause 52.219-14, Limitations on Subcontracting as checked below: [*Contracting officer: check only one performance standard based on the primary purpose of the contract.*]

☐ *Services (except construction)* — At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

☐ *Supplies (other than procurement from a nonmanufacturer of such supplies)* — The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

☐ *General construction* — The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees

☐ *Construction by special trade contractors* — The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(3) Provide the contracting officer with evidence of compliance with the applicable performance standard. This report shall show total dollars expended in the cost category specified in the performance standard both for the reporting period and cumulative to date along with the dollars and percentage of total dollars expended from the contractor's resources. This report shall be submitted annually. A final report covering the entire period of the contract shall be submitted upon expiration of the contract.

(4) Not subcontract the performance of any of the requirements of this contract without the prior written approval of the Contracting Officer.

(e) Compliance with the Limitation on Subcontracting clause is a mandatory performance requirement of this contract.

(End of clause)

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☐ **DEA-2852.222-70 APPLICABLE WAGE DETERMINATION (SERVICE CONTRACT LABOR STANDARDS) (JUN 2014)**

(a) In accordance with clause 52.222-41, Service Contract Labor Standards, the minimum monetary wages and fringe benefits applicable to this contract are set forth in the attached Wage Determination(s):

Wage Determination #	Revision #	Date	Section J Attachment #

(b) The Contractor shall attach a copy of this (these) wage determination(s) to Wage and Hour Division (WHD) poster WH-1313, Employee Rights on Government Contracts, and shall post both the publication and the wage determination(s) in a prominent and accessible location in the workplace as required by Federal Acquisition Regulation 22.1018(c). WH-1313 is available for downloading at http://www.dol.gov/whd/regs/compliance/posters/sca.htm (*Spanish language version available at http://www.dol.gov/whd/regs/compliance/pdf/scaspan.pdf*).

(c) The Contractor shall classify each service employee who will perform under this contract by the applicable wage determination according to the work performed by the employee. If the applicable wage determination does not include an appropriate occupational code, title, and wage rate for a service employee employed under the contract, the Contractor shall initiate the conformance process in accordance with paragraph (c) of clause 52.222-41 and corresponding instructions provided by the WHD at http://www.wdol.gov/sca_confrmnce.aspx.

(End of clause)

☐ **DEA-2852.239-71 INFORMATION RESELLERS OR DATA BROKERS (MAY2012)**

(a) Under this contract, the Drug Enforcement Administration (DEA) obtains personally identifiable information about individuals from the contractor.

(b) The Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonable believed to have been, breached. Any notification shall be coordinated with the DEA, and shall not proceed until the DEA has made a determination that notification would not impede a law enforcement investigation or jeopardize national security.

(c) The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the DEA/DOJ. The Contractor assumes full responsibility for taking corrective action consistent with the DEA's Guidelines for Data Breach Notification (December 2, 2011), which may include offering credit monitoring when appropriate.

(End of clause)

☐ **DEA-2852.239-73 SECURITY OF DOJ INFORMATION AND SYSTEMS (AUG 2015)**

I. APPLICABILITY TO CONTRACTORS AND SUBCONTRACTORS

This clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of U.S. Department of Justice (DOJ) Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

II. GENERAL DEFINITIONS

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

A. **Information** means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as "data," and "personally identifiable information" ("PII"), regardless of form.

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B. Personally Identifiable Information (or PII) means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

C. DOJ Information means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.

D. Information System means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, "processing, storing, or transmitting") Information.

E. Covered Information System means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

III. CONFIDENTIALITY AND NON-DISCLOSURE OF DOJ INFORMATION

Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer ("CO") or the CO's Representative ("COR") at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.

A. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.

B. Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor's knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

IV. COMPLIANCE WITH INFORMATION TECHNOLOGY SECURITY POLICIES, PROCEDURES AND REQUIREMENTS

A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 ("FISMA"), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology ("NIST") Special Publications ("SP"), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards ("FIPS") Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program ("FedRAMP"), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;

2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;

3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;

4. Maintaining authorizations to operate any Covered Information System;

5. Performing continuous monitoring on all Covered Information Systems;

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6. Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Information Systems;

7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;

8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;

9. Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and reporting incidents to appropriate officials and authorities within Contractor's organization and the DOJ;

10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;

11. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;

12. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer ("CO"), and protecting the physical facilities and support infrastructure for such Information Systems;

13. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;

14. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;

15. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;

16. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and

17. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.

B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate ("ATO") for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)

C. Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.

D. When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ's efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.

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E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:

1. Media must be encrypted using a NIST FIPS 140-2 approved product;

2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;

3. Where applicable, media must utilize antivirus software and a host- based firewall mechanism;

4. Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,

5. A Rules of Behavior ("ROB") form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.

F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.

G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.

H. Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.

I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.

J. DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

V. CLOUD COMPUTING

A. Cloud Computing means an Information System having the essential characteristics described in NIST SP 800-145, *The NIST Definition of Cloud Computing*. For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.

B. Contractor may not utilize the Cloud system of any CSP unless:

1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report ("SAR") to the DOJ CO for consideration as part of Contractor's overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,

2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.

C. Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

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VI. INFORMATION SYSTEM SECURITY BREACH OR INCIDENT

A. Definitions

1. **Confirmed Security Breach** (hereinafter, "Confirmed Breach") means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.

2. **Potential Security Breach** (hereinafter, "Potential Breach") means any suspected, but unconfirmed, Covered Information System Security Breach.

3. **Security Incident** means any Confirmed or Potential Covered Information System Security Breach.

B. Confirmed Breach. Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO's Representative ("COR"). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.

C. Potential Breach.

1. Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, *unless* Contractor has (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and (b) determined that there has been no Confirmed Breach.

2. If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.

D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US- CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.

E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.

F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.

H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-95 (1/19/2017)

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VII. PERSONALLY IDENTIFIABLE INFORMATION NOTIFICATION REQUIREMENT

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be coordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

VIII. PASS-THROUGH OF SECURITY REQUIREMENTS TO SUBCONTRACTORS AND CSPS

The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with this Contract, including any CSP providing services for any other CSP under this Contract, and Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to Contractor.

(End of Clause)

☐ **DEA-2852.239-74 CERTIFICATION OF OPERABILITY ON SYSTEMS USING THE FEDERAL DESKTOP CORE CONFIGURATION OR THE UNITED STATES GOVERNMENT CONFIGURATION BASELINE (MAY 2012)**

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC) or the United States Government Configuration Baseline (USGCB). This includes Internet Explorer 7 and 8 configured to operate on Windows XP, Windows Vista, and Windows 7 (in Protected Mode on Windows Vista and Windows 7).

- For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html.
- For the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html.
- For Windows 7 settings, see: http://usgcb.nist.gov/usgcb_content.html.

(b) The standard installation, operation, maintenance, updating, and/or patching of software shall not alter the configuration settings from the approved FDCC or USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

(c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(End of clause)

☐ **DEA-2852.242-70 CONTRACTOR PERFORMANCE ASSESSMENT (JUL 2014)**

(a) Pursuant to FAR subpart 42.15, the Government will assess the Contractor's performance under this contract. Performance assessment information may be used by the Government for decision-making on exercise of options, source selection, and other purposes, and will be made available to other federal agencies for similar purposes.

(b) Performance will be assessed in the following areas:

(1) Quality of product or service;
(2) Schedule;
(3) Cost control;
(4) Business relations;
(5) Management of key personnel; and
(6) Other appropriate areas.

(c) For contracts that include the clause at 52.219-9, Small Business Subcontracting Plan, performance assessments will consider performance against, and efforts to achieve, small business subcontracting goals set forth in the small business subcontracting plan.

(d) For any contract with a performance period exceeding 18 months, inclusive of all options, the Government will perform interim performance assessments annually and a final performance assessment upon completion of the contract.

(e) The Government will prepare contractor performance assessment reports electronically using the Contractor Performance Assessment Reporting System (CPARS), which is the approved feeder system for the Past Performance Information Retrieval System (PPIRS). Additional information on CPARS may be found at www.cpars.gov and on PPIRS at www.ppirs.gov.

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(f) The Contractor will be provided access to CPARS to review performance assessments. The Contractor shall designate a CPARS point-of-contact for each contract subject to performance assessment reporting. Upon setup of a contract in CPARS, the Contractor's CPARS point-of-contact will receive a system-generated e-mail with information and instructions for using CPARS. Prior to finalizing any contractor performance assessment, the Contractor shall be given 14 calendar days to review the report and submit comments, rebutting statements, or additional information. Disagreements between the Contractor and the Government performance assessment official will be resolved by a Government Reviewing Official, whose decision on the matter will be final. Upon finalization of each performance assessment, CPARS will upload the performance assessment data to PPIRS.

(g) The Government will also report in the Federal Awardee Performance and Integrity Information System (FAPIIS) module of PPIRS information related to:

(1) A Contracting Officer's final determination that a contractor has submitted defective cost or pricing data;

(2) Any subsequent change to a final determination concerning defective cost or pricing data pursuant to 15.407-1(d);

(3) Any issuance of a final termination for default or cause notice; or

(4) Any subsequent withdrawal or a conversion of a termination for default to a termination for convenience.

(End of clause)

☒ **DEA-2852.242-71 INVOICE REQUIREMENTS (MAY 2012)**

(a) The Contractor shall submit scanned or electronic images of invoice(s) to the following e-mail addresses:

(1) **INVOICE.SEATTLE@USDOJ.OGV;**

(2) **Purchase Agent: Laura Alexander, Email: Purchasing.Seattle@usdoj.gov; 206-553-1150; and**

(3) **COR: Elizabeth D. Scott, Email: Elizabeth.D.Scott@usdoj.gov; 206-553-7258.**

(b) The date of record for invoice receipt is established on the day of receipt of the e-mail if it arrives before the end of standard business hours (5 p.m. local), or the next business day if the invoice arrives outside of normal business hours. Scanned documents with original signatures in .pdf or other graphic formats attached to the e-mail are acceptable. Digital/electronic signatures and certificates cannot be processed by DEA and will be returned.

(c) In addition to the items required in FAR 32.905(b), a proper invoice shall also include the following minimum additional information and/or attached documentation:

(1) Total/cumulative charges for the billing period for each Contract Line Item Number (CLIN);

(2) Dates upon which items/services were delivered; and

(3) The Contractor's Taxpayer Identification Number (TIN).

(d) Invoices will be rejected if they are illegible or otherwise unreadable, or if they do not contain the required information or signatures.

(End of Clause)

☒ **DEA-2852.242-72 FINAL INVOICE AND RELEASE OF RESIDUAL FUNDS (MAY 2012)**

(a) The Contractor shall submit a copy of the final invoice to the Contracting Officer at the address listed in clause DEA-2852.242-71, Invoice Requirements. The final invoice must be marked "Informational Copy – Final Invoice."

(b) By submission of the final invoice and upon receipt of final payment, the Contractor releases the Government from any and all claims arising under, or by virtue of, this contract. Accordingly, the Government shall not be liable for the payment of any future invoices that may be submitted under the above referenced order.

(c) If residual funds on the contract total $100 or less after payment of the final invoice, the Government will automatically deobligate the residual funds without further communication with the vendor.

(d) If funds greater than $100 remain on this order after payment of the final invoice, the Government will issue a bilateral modification to deobligate the residual funds. The contractor will have up to **[enter number of days]** calendar days after issuance of the modification to sign and return it. The contractor's signature on the modification shall constitute a release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically exempted from the operation of the release. If the contractor fails to sign the modification or assert a claim within the stated period, the Government will deobligate the residual balance and proceed with close-out of the contract.

(End of clause)

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Updated through FAC 2005-95 (1/19/2017)

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☒ **DEA-2852.247-70 GENERAL PACKAGING AND MARKING REQUIREMENTS (MAY 2012)**

(a) Packaging and packing for all items (includes written materials, reports, presentations, etc.) delivered hereunder shall be in accordance with common commercial practices, adequate to insure protection from possible damage resulting from improper handling, inclement weather, water damage, excessive heat and cold, and to insure acceptance by a common carrier for safe delivery to its final destination.

(b) All deliverables shall clearly indicate the contract number and/or task (delivery) order number, as appropriate, on or adjacent to the exterior shipping label.

(End of clause)

☒ JAR 2852.233-70 **PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAN 1998)**

(Full text may be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=a2b96acd03ae14bffc1e2ac908f1b3e0&mc=true&node=se48.6.2852_1233_670&rgn=div8)

CONTRACTING OFFICER: List the recommended security clause in the approved DD 254 in the space provided below by clause number, title, and date of clause.
CONTRACTOR: The full text of the clause may be found at http://www.dea.gov/resource-center/doing-business_acq_securityclauses.shtml.

DEA-2852.204.83 Public Trust Positions
Security Requirements for Access to Sensitive But Unclassified (SBU) Information/ U.S. Citizenship Required (October 2015)

DEA-2852.204.84 Public Trust Positions
Security Requirements for Access to DEA Sensitive Information/ U.S. Citizenship or Permanent Resident Alien Status Required (July 2011)

DEA-2852.204.85
Security Requirements for Access to Secret Information DOD/DSS (October 2015)

DEA-2852.204.88
Security Requirements for Access to Top Secret Information DOD/DSS (October 2015)

DEA-2852.204.91
Security Requirements for Access to Top Secret with Sensitive Compartmented Information (SCI) Access (October 2015)

DEA-2852.204.94
Security Requirements for Non-Sensitive Positions Escorted Access - U.S. Citizenship Required (Mar 2009)

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Cmdr Roger Wilbur
Washington State Patrol
106 11th Ave., Ste #3100
Olympia, WA 98504-3105

August 22, 2018

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2018

Dear Cmdr Wilbur:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #: Code 3(f)
Dates of the Agreement: 08/01/2018 through 09/30/2018 (Fiscal 2018)
Funding Amount: $ 2,500.00
Sponsoring Federal Agency: DEA

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2018

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $18,042.00 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2017). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Knut E. Ellenes at 415 436 7989.

Very truly yours,

Alex Tse (Acting)
United States Attorney

Stephanie Hinds
OCDETF Regional Director
Pacific Region

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2018
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

_____ _____

Date Signature of State/Local Official

_____

Print Name/Title

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2018 Agreement
FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: Code 45 DC#: T-32-

Amount Requested: $ 2,500.00

Number of Officers Listed: 2

From: August 1, 2018 (Beginning Date of Agreement)

To: September 30, 2018 (Ending Date of Agreement)

State or Local Organization

Narcotics Supervisor: (Interim) Captain Roger Wilbur

Telephone Number: (360) 704-2391

E-mail Address: Roger.Wilbur@wsp.wa.gov

Sponsoring Federal Agency(ies):
DEA - SeaTac Resident Office

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

Operation Name:

Federal Agency Investigations:
Number: RE-18-0016

State or Local Organization Name:
Washington State Patrol

Address to receive OCDETF paperwork (no PO Boxes):
ATTN: Rebecca Kirby, Contracts Dept.
106 11th Ave Ste. 3100, Olympia WA 98504
Rebecca.Kirby@wsp.wa.gov

Sponsoring Federal Agency Group/Squad Supervisor: Daniel E. Olson

Telephone Number: (206) 764-3640

E-mail Address: daniel.e.olson@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Renuka Sivakumar, Fiscal Analyst, General Accounting

Telephone Number: (360) 596-4054

E-mail Address: renuka.sivakumar@wsp.wa.gov

APPROVED

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2018.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

23. Restrictions: Benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual $ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____ AST. CHIEF 8-7-18
Authorized State or Local Official *Title* *Date*

JASON BERRY
Print Name

Approved By: _____ 9-20-18
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Daniel Olson
Print Name

Approved By: _____ 8/20-18
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____ 8/22/18
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Code 3(c)	Detective	Code 25(24/ Code 25(
2.		Detective	17/
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

Definition of "Full-Time Participation"

The OCDETF State and Local Overtime Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

1. Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

2. If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

Exceptions to the "Full-Time Participation Rule"

There are limited circumstances where OCDETF State and Local Overtime funding may be made available for use where investigations have emergency needs for overtime funding or where scarce resources preclude "full-time participation" by a participating local agency. These circumstances include the following:

1. Unforseen Emergency Circumstances

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or reaction to unforseen circumstances requires additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances incurred overtime may be reimbursed without the officer/agent having worked an eight (8) hour shift dedicated to the OCDETF investigation, provided that the OCDETF overtime is done at the request of a supervisor of a sponsoring federal agency in the district where the investigation is being conducted.

Under no circumstances will more than sixteen (16) hours of claimed overtime for any officer be reimbursed under this exemption provision without the prior approval of: (1) the supervising/sponsoring federal agency in the district where the investigation is being conducted: (2) the OCDETF Coordinator for the sponsoring federal agency; and (3) the Regional OCDETF Core City Coordinator (or his designee the Core City Executive Assistant).

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforseen circumstances; *i.e.*, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with #1 and #2 listed above. A memorandum of justification for a waiver of the "Full-Time Participation Rule" must be submitted with any claim for reimbursement.

2. Other Exceptions

Any other deviation from the above overtime reimbursement "full-time participation" policy, including situations where a state or local agency has insufficient personnel to allow the "full-time" commitment of officers/agents, requires a memorandum of justification for waiver or exemption. No overtime expenses will be paid under this exception without a waiver memorandum. This memorandum from the officer/agent's agency must be sent to the sponsoring federal agency Regional OCDETF Coordinator and the AUSA Core City Coordinator. It must be *APPROVED IN ADVANCE* of the performance of any overtime activity which does not comply with the "Full-Time Participation Rule".

Acknowledged: JASON BERRY ASST. CHIEF 8-7-18

Authorized State or Local Official *Title* *Date*

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: Captain Roger Wilbur

   Address: PO Box 42634
   106 11TH Ave, Ste. 4100, Olympia WA 98504

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Memoranda or other evidence explaining any waivers from the 40 hours per week / 8 hours per day full-time work requirements ***must*** be attached to every Agreement for each OCDETF investigation.

5. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

6. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

7. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

8. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 18,042.00** from any Federal source this fiscal year.

Acknowledged: _____ ASST. CHIEF 8-7-18
Authorized State or Local Official *Title* *Date*

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION

Name: Washington State Patrol
Address: (NEW Street Address) 106 11th Ave SW (PO Box 42602)
Olympia WA 98504-2602
Taxpayer ID Number: Code 45

FINANCIAL INSTITUTION INFORMATION

Bank Name: US Bank
Nine-Digit ABA Routing Transit Number: 123000848
Depositor Account Number: Code 51(c)
Type of Account: (checking/savings) checking

POINT OF CONTACT

Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.

Contact Person Name: Alaine Johnson	Telephone Number: (360) 596-4033

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

August 16, 2018

Keith R. Weis
Special Agent in Charge
Drug Enforcement Administration
Seattle Field Division

Dear SAC Weis:

I am writing to you on behalf of the Washington State Patrol, concerning Detective Code 3(c) Badge Code 3(c) who is currently assigned to the Marijuana Eradication Team in our Narcotics Unit. Detective Code 3(c) was assigned to this unit August 1, 2007.

The Washington State Patrol has reviewed the character and internal personnel files for Detective Code 3(c) and it confirms that Detective Code 3(c) is suitable for assignment with the DEA/Task Force and that it is not aware of any potential impeachment information regarding Detective Code 3(c) including any of the following: agency or judicial findings of misconduct relating to truth, bias, or integrity; substantive violations of law, Department policy or Department procedure; or pending investigations. Further, Detective Code 3(c) has not been previously convicted of a misdemeanor crime of domestic violence, within the meaning of Title 18, U.S.C., Section 922(g) (9). As a prerequisite to employment, Washington State Patrol conducted a background investigation, including an FBI fingerprint check, and no derogatory information was uncovered.

Accordingly, the Washington State Patrol is prepared to report that Detective Code 3(c) is a member of the Washington State Patrol in good standing, has no delinquent financial obligations, and has met all of the hiring and drug use policy requirements, and is suitable to be assigned to the task force. There are no additional issues with Detective Code 3(c) that are relevant to DEA's consideration of the request for deputization.

If you have any questions, please contact Lieutenant Gabe Olson, Narcotics Unit at (360) 704-2422.

Sincerely,

Captain Roger Wilbur
Washington State Patrol
Investigative Assistance Division

RDW:rak
Enclosure

JAY INSLEE
Governor

JOHN R. BATISTE
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Sincerely,

Captain Roger Wilbur
Washington State Patrol
Investigative Assistance Division

RDW:rak
Enclosure

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Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

August 16, 2018

Mr. Keith Weiss
Resident Agent in Charge
Drug Enforcement Administration
Seattle Field Office

RE: Memorandum of Waiver or Exception of OCDETF Case: Code 3(f) Code 3(f)

RAC Weiss:

Washington State Patrol (WSP) requests that Detectives Code 3(c) and Code 3(c) who will be assisting with Operation Hydro Sleighers, be given a waiver/exemption from the full-time OCDETF participation requirement. Detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on these particular cases.

WSP currently participates on and with several federal narcotic and gang task forces, and works collaboratively with other law enforcement partners at the local, state, and federal levels aimed at dismantling and disrupting drug trafficking organizations operating within the Washington State and the continental U.S. Our commitment and support to these multi-agency investigations will not lessen with this request. We are committed to maximizing our effectiveness by managing our regular and overtime hours to successfully complete any and all investigations we are associated with. In doing so, we ask that you relieve us of any non-compliance regarding the full-time OCDETF participation requirement.

Thank you in advance for your consideration. If you have any questions, please contact Lieutenant Gabe Olson at (360) 704-2422.

Sincerely,

Captain Roger Wilbur
Washington State Patrol
Investigative Assistance Division

RDW:rak

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

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August 16, 2018

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Special Agent in Charge
Drug Enforcement Administration
Seattle Field Division

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If you have any questions, please contact Lieutenant Gabe Olson, Narcotics Unit at (360) 704-2422.

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Washington State Patrol
Investigative Assistance Division

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August 16, 2018

Mr. Keith Weiss
Resident Agent in Charge
Drug Enforcement Administration
Seattle Field Office

RE: Memorandum of Waiver or Exception of OCDETF Case: Code 3(f) / "Operation Hydro Slayers"

RAC Weiss:

Washington State Patrol (WSP) requests that Detectives Code 3(c) and Code 3(c) who will be assisting with Operation Hydro Sleighers, be given a waiver/exemption from the full-time OCDETF participation requirement. Detectives do not typically work a full 8-hour day on OCDETF cases because the designated scheduling agent dictates the hours worked on these particular cases.

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Sincerely,

Captain Roger Wilbur
Washington State Patrol
Investigative Assistance Division

RDW:rak

JAY INSLEE
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Drug Enforcement Administration
Seattle Field Division

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Sincerely,

Captain Roger Wilbur
Washington State Patrol
Investigative Assistance Division

RDW:rak
Enclosure

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2018
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f) [redacted]
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

6/31/18
Date

Signature of State/Local Official

ROBERT MAKI, CFO
Print Name/Title

Law Enforcement Sensitive

RECEIVED
NOV 26 2018
WSP IAD

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Memorandum

November 15, 2018

To: Cmdr Roger Wilbur
Washington State Patrol
106 11th Ave., Ste #3100
Olympia, WA 98504-3105

From: Stephanie Hinds
AUSA OCDETF Regional Director
Pacific Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2018

OCDETF Investigation #	DCN:	Sponsoring Federal Agency:
Code 3(f)	T326227	DEA

Washington State Patrol

At this time the Coordination Group has agreed to de-obligate funding in the above captioned agreement in the amount of -$2,500.00. This de-obligation gives your agency a total amount funded of $0.00 for this fiscal year which ends September 30, 2018.

Funding History	Funding Date	Change	Total
Beginning Agreement Amount	08/01/2018	$ 2,500.00	$ 2,500.00
Funding Change	11/15/2018	-$ 2,500.00	$ 0.00

Please do not hesitate to contact Knut E. Ellenes at 415 436 7989 if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.

K14090

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Simon Tee
Washington State Patrol
210-11th Ave SW, Room 116
PO Box 42602
Olympia, WA 98504 - 2602

Re: Grant No.EMW-2018-GR-00029

Dear Simon Tee:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 State Fire Training Systems Grant Program has been approved in the amount of $20,000.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 State Fire Training Systems Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

Thomas Dinanno

THOMAS GEORGE DINANNO GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
State Fire Training Systems Grant Program

GRANTEE:	Washington State Patrol
PROGRAM:	State Fire Training Systems Grant Program
AGREEMENT NUMBER:	EMW-2018-GR-00029-S01

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Article I - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article II - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article III - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article IV - USA Patriot Act of 2001

Recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article V - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article VI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article VII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VIII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article IX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article X - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XV - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful- access-people-limited and additional resources on http://www.lep.gov.

Article XVIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XIX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXI - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXIII - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXIV - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXVI - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XXVII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXIX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXX - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

Article XXXI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XXXII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XXXIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXXIV - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXV - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXVIII - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XXXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XL - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XLI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

BUDGET COST CATEGORIES

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$500.00
Equipment	$0.00
Supplies	$4,000.00
Contractual	$15,500.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2018-GR-00029-S01	***	916001127	AWARD	WX03761N2018T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Patrol 210-11th Ave SW, Room 116 PO Box 42602 Olympia, WA, 98504 - 2602	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Simon Tee	3605964052	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
08/01/2018	PARS	Cost Reimbursement	08/01/2018	07/31/2019
			Budget Period	
			08/01/2018	07/31/2019

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
State Fire Training Systems Grant Program	97.043	2018-FA-EE30-U350--4101-D	$0.00	$20,000.00	$20,000.00	See Totals
TOTALS			**$0.00**	**$20,000.00**	**$20,000.00**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
State Fire Training Systems Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE

,

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE
Tue Jul 31 20:46:08 GMT 2018

Deborah S. Scott

DEBORAH SUSAN SCOTT , Assistance Officer

Appendix F

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this first (1st) day of October 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Greater King County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, the parties hereto agree to the following:

1. The **DEA SeaTac HIDTA Task Force (Group D-22)** will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Greater King County area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the DEA SeaTac HIDTA Task Force (Group D-22), the WSP agrees to detail one (1) experienced officer(s) to the DEA SeaTac HIDTA Task Force (Group D-22) for a period of not less than two years. During this period of assignment, the WSP officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The WSP officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The WSP officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the DEA SeaTac HIDTA Task Force (Group D-22), DEA will assign three (3) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and six (6) officers assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the DEA SeaTac HIDTA Task Force (Group D-22), the WSP will remain responsible for establishing the salaries and benefits, including overtime, of the WSP officers assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the Valley Narcotics Enforcement Team "VNET" on behalf of the Washington State Patrol for overtime payments made by it to the WSP officers assigned to the DEA SeaTac HIDTA Task Force (Group D-22) for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently $18,343.75, per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the Washington State Patrol charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the WSP shall clearly state: (1) percentage of the total cost of the program or project which will be

financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The WSP understands and agrees that HIDTA will provide the DEA SeaTac HIDTA Task Force (Group D-22) Task Force Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGV'S)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the WSP personnel, in addition to whatever accident reporting requirements the WSP may have.

14. While on duty and acting on task force business, the WSP officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2019. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by Washington State Patrol during the term of this agreement.

For the Drug Enforcement Administration:

K L

Date: 9-26-2018

Name: Keith R. Weis

Title: Special Agent in Charge (SAC)

For the Washington State Patrol

for

Date: 9-25-18

Name: John R. Batiste

Title: Chief

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by para-graph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-tification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

SeaTac HIDTA Task Force (Group D-22)
300 5th Ave, Suite 1300
Seattle, WA 98104

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

2. Application Number and/or Project Name

DEA SeaTac HIDTA Task Force (Group D-22)

3. Grantee IRS/Vendor Number

91-6001127

4. Typed Name and Title of Authorized Representative

John R. Batiste, Chief – Washington State Patrol

5. Signature

FOR

6. Date

9-25-18

*U.S. Government Printing Office: 1998 - 405-037/40014

United States Marshals Service
Short-Term Joint Operation – Memorandum of Understanding

PARTIES AND AUTHORITY:
This Memorandum of Understanding (MOU) is entered into by the participating agency and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B) and 42 U.S.C. § 16941(a). Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender. This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS Regional Fugitive Task Force (RFTF) and/or District Task Force (DTF) and in geographic areas not routinely served by standing USMS regional and/or district task forces.

MISSION:
The primary mission of the operation is to investigate and/or arrest, as part of temporary, short-term joint law enforcement operations, persons who have active state arrest warrants adopted by the USMS and/or federal warrants for their arrest and/or who are in potential violation of the Adam Walsh Act. The intent of this joint effort is to investigate and/or arrest local, state, and federal fugitives, to improve public safety, reduce violent crime, and reduce the number of fugitive non-compliant sex offenders.

PERIOD OF PERFORMANCE/EFFECTIVE DATE/TERMINATION:
Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation's conclusion.

PERSONNEL:
Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

REIMBURSEMENT:
If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide support to USMS joint law enforcement operations; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the joint operation during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the District Chief Deputy or RFTF Commander, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests

for reimbursement for equipment, supplies, training, fuel, and vehicle leases. **Reimbursable Funds for all USMS approved expenditures are capped at no more than** $4,000.00 .

USE OF FORCE:
All members of the participating agency shall comply with their agencies' guidelines concerning the use of firearms and deadly force. All members of the participating agency shall comply with United States Justice Department guidelines concerning the use of less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy or RFTF Commander and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA:
Media inquires will be referred to the District Chief Deputy or RFTF Commander. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

Operation Triple Beam
Operation Name

Washington State Patrol
Participating Agency Name

C.F.O.
Participating Agency Representative

9/4/2018
Date

Jacob Green, Acting United States Marshal
United States Marshal / Commander

Western District of Washington / Fugitive Task Force
Participating USMS District / Regional Fugitive Task Force

Date

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Washington State Patrol

and

Western District of Washington (86)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

July 9, 2018 to September 30, 2018

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2018	D86	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	$4,000.00

Total Obligation Amount: $4,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

Funds provided for the reimbursement of Task Force Officers/Deputies/Officers/Detectives' overtime pay associated with Joint Law Enforcement Operations for USMS Operation Triple Beam

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:		STATE/LOCAL CONTACT:	
Name:	Michael Leigh, Supervisory Deputy	Name:	Jason Ashley, Lieutenant
Phone:	206-370-8605	Phone:	(360) 515-8490
E-mail:	Michael.Leigh@usdoj.gov	E-mail:	Jason.Ashley@wsp.wa.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: _____ Date: 07/09/2018

Wilma Thompson, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: _____ Date: 07/10/2018

Jacob Green, Acting U.S. Marshal

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: M.W. LAMOREAUX ASSISTANT CHIEF Date: 8/24/18

[Type Name and Title]

WSP Contract No. K14125

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

A. BOX 1: Enter name of state or local JLEO participating agency.
B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
B. Project Codes: District task force obligations are funded under the **JLEOTFS4** project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

WSP Contract No. K14125
Amendment 1

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Washington State Patrol

and

Western District of Washington (86)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 1, 2018 to September 30, 2019

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2019	D86	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	$8,000.00

Total Obligation Amount: **$8,000.00**

SECTION 5: DESCRIPTION OF OBLIGATION

Funds provided for the reimbursement of Task Force Officers (TFO) overtime pay associated with Joint Law Enforcement Operations pursuant to the Memorandum of Understanding between agencies.

DOJ-mandated maximum annual overtime reimbursement per TFO: $18,343.75

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Supervisory Deputy Michael Leigh
Phone: 206-370-8605
E-mail: Michael.Leigh@usdoj.gov

STATE/LOCAL CONTACT:

Name: Trisena Sharff
Phone: (360 704-2954
E-mail: Trisena.Sharff@wsp.wa.gov

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: James Adkins Date: 12/7/2018
James Adkins, Supervisory Deputy

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: Date: 12/7/2018
Jacob Green, Acting U.S. Marshal

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: Date: 1/16/19
[Type Name and Title]
ROBERT [illegible], CFO

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

August 31, 2018

Mr. Bob Maki
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

Dear Mr. Maki:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY18 Paul Coverdell Forensic Science Improvement Grants Program – Formula in the amount of $439,232 for Washington State Patrol. This funding is for the project titled, "FY 2018 Paul Coverdell Forensic Science Improvement Grants Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Christine Torres, Grant Manager at (202) 305-1978; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Laura L. Rogers
Acting Principal Deputy Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

August 31, 2018

Mr. Bob Maki
Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

Dear Mr. Maki:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at https://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website https://www.lep.gov.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at https://ojp.gov/about/ocr/partnerships.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see https://ojp.gov/about/ocr/eeop.htm. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

4. AWARD NUMBER: 2018-CD-BX-0052

5. PROJECT PERIOD: FROM 01/01/2019 TO 12/31/2019

BUDGET PERIOD: FROM 01/01/2019 TO 12/31/2019

6. AWARD DATE 08/31/2018

7. ACTION: Initial

2a. GRANTEE IRS/VENDOR NO.
916001127

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
808883854

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
WSP 2018 Paul Coverdell Formula - Revised Application

10. AMOUNT OF THIS AWARD $ 439,232

11. TOTAL AWARD $ 439,232

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(NIJ - Coverdell Forensic Science Improvement) 34 USC 10561-10566; 28 USC 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.742 - Paul Coverdell Forensic Sciences Improvement Grant Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Laura L. Rogers
Acting Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Laura L Rogers

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Bob Maki
CFO

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	CD	60	00	00		439232

21. TCDSGT0045

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

   References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

   On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

   Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

   The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

    The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

    The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

SPECIAL CONDITIONS

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

SPECIAL CONDITIONS

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

29. Generally Accepted Laboratory Practices

The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

External Investigations

The recipient shall ensure that requirements associated with 34 U.S.C. section 10562(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

Accreditation

The recipient shall ensure that any forensic laboratory or forensic laboratory system (not including any medical examiner's office or coroner's office) that will receive any portion of the award either is accredited, or will use a portion of this award to prepare and apply for accreditation by not more than two years from the award date of this award.

Additionally, with respect to accreditation, the recipient shall ensure that for any subaward it makes under this award, it will require in a legally-binding and enforceable writing, such as the subaward documentation (for example, subaward terms and conditions), that its subrecipient: 1) if accredited, must continue to demonstrate such accreditation as a condition of receiving or using the subaward funds; or, 2) if not accredited, must use the subaward funds to prepare and apply for accreditation.

The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Forensic Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what NIJ will consider to be acceptable documentation of accreditation. The recipient is to contact the NIJ grant manager for clarification or guidance if it should have any question as to what constitutes proper accreditation for the purposes of the Coverdell program. Award funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that NIJ determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any forensic science laboratory or forensic laboratory system that receives funding under this award.

SPECIAL CONDITIONS

30. Use of Funds; No Research

Funds provided under this award shall be used only for the purposes and types of expenses set forth in the solicitation. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities. Use of award funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the NIJ grant manager prior to incurring the expense or commencing the activity in question.

Performance Measures

To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with these Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures.

31. The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the solicitation.

The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

32. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the NIJ grant manager for the award within ten (10) business days of implementation of the change.

33. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at https://www.gsa.gov/forms-library/federal-financial-report), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

SPECIAL CONDITIONS

34. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

35. The recipient agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out with this grant, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner/coroner's office services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system in that State operated by the State or by a unit of local government and the delivery of test results to the requesting office or agency; (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system; and (4) with respect to any unaccredited forensic science service provider receiving funds from this award for accreditation, full details on the progress of any such provider toward obtaining accreditation. The recipient is required to collect data necessary for this report. This report is due no later than 90 days following the close of the award period or the expiration of any extension periods. The report can be filed online through the Internet at: https://grants.ojp.usdoj.gov/.

36. The recipient acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, NIJ assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

37. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

38. To assist in information sharing, the award recipient shall provide the NIJ grant manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

SPECIAL CONDITIONS

39. The recipient shall transmit to the NIJ grant manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

40. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

41. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

SPECIAL CONDITIONS

42. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

    Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

    Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

43. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.

44. The recipient may not obligate, expend, or draw down any funds under this award until: (1) the recipient has submitted documentation sufficient to demonstrate that any forensic laboratory or forensic laboratory system that will receive any portion of the grant amount either is accredited or will (or will be required to) prepare and apply for accreditation consistent with the Coverdell law and (2) a Grant Adjustment Notice has been issued removing this special condition.

45. The recipient may not obligate, expend, or draw down any funds under this award until: (1) the recipient has submitted a list of all forensic science laboratories in the State that specifies each forensic science laboratory's accreditation status (and the accrediting body) and the scope of each accreditation and (2) a Grant Adjustment Notice has been issued removing this special condition.

46. The recipient may not obligate, expend, or draw down any funds under this award until a revised budget reflecting the final award amount has been received and approved by the National Institute of Justice, and a Grant Adjustment Notice (GAN) has been issued removing this condition.

47. The recipient may not obligate, expend, or draw down any funds under this award until-- (1) it has submitted a revised budget specifying "opioid-related" versus "non-opioid related" line items and a statement (as described in the solicitation) regarding proposed use of funds to address challenges posed by the opioid abuse crisis (if the recipient plans to allocate less than fifty-seven (57) per cent of the final award amount to fund opioid-related projects); (2) the National Institute of Justice has received and approved such submission; and (3) a Grant Adjustment Notice (GAN) has been issued removing this condition.

U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Steve Schuetz, NEPA Coordinator

Subject: Environmental Assessment for Washington State Patrol

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or sub recipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

U.S. Department of Justice
Office of Justice Programs

National Institute of Justice

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2018-CD-BX-0052

This project is supported under FY18(NIJ - Coverdell Forensic Science Improvement) 34 USC 10561-10566; 28 USC 530C

1. STAFF CONTACT (Name & telephone number)

Christine Torres
(202) 305-1978

2. PROJECT DIRECTOR (Name, address & telephone number)

Bob Maki
Chief Financial Officer
P. O. Box 42602
Olympia, WA 98504-2602
(360) 596-4045

3a. TITLE OF THE PROGRAM

NIJ FY18 Paul Coverdell Forensic Science Improvement Grants Program- FORMULA

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

WSP 2018 Paul Coverdell Formula - Revised Application

5. NAME & ADDRESS OF GRANTEE

Washington State Patrol
P.O. Box 42602
Olympia, WA 98504

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/01/2019 TO: 12/31/2019

8. BUDGET PERIOD

FROM: 01/01/2019 TO: 12/31/2019

9. AMOUNT OF AWARD

$ 439,232

10. DATE OF AWARD

08/31/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The goals of this project are to:

1) improve the quality and timeliness of forensic science and medical examiner services within the State, including those services provided by laboratories operated by the WSP and those operated by units of local governments, and

2) eliminate a backlog of missing and unidentified comparison reports in the WSP Missing and Unidentified Persons Unit.

The Washington State Police strategy is to provide funding to local governmental medical examiners' offices and coroners' offices as well the State Toxicology

Laboratory and WSP Missing and Unidentified Persons Unit so that they can complete their respective projects as described in the Program Narrative and achieve the goals as described above.

nca/ncf

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2019 - 12/31/2019	**GAN Number:**	002
Grantee Address:	PO Box 42602 OLYMPIA, 98504	**Program Office:**	NIJ	**Date:**	03/13/2019
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Christine Torres		
Grantee EIN:	91-6001127	**Application Number(s):**	2018-91079-WA-CD		
Vendor #:	916001127	**Award Number:**	2018-CD-BX-0052		
Project Title:	WSP 2018 Paul Coverdell Formula - Revised Application	**Award Amount:**	$439,232.00		

Program Office Approvals

*Approval Types

☐ Changes in Consultant rates (in excess of $650/day)	☐ Publication Plan Submissions
☐ Purchase of Automatic Data Processing (ADP) Equipment and Software	☐ Funding for Criminal Justice Information and Communication Systems
☐ Foreign Travel Costs	☑ Other (Please enter type of Program Office Approval below) Kittitas County (sub-gra

***Required Justification for Program Office Approvals:**

Kittitas County Coroner's Office has decided not to purchase the Incinerator (Elastec Drug Terminator) as originally proposed. Per the NEPA coordinator, after researching this piece of equipment (emails with the manufacturer,

Attachments:

Filename:	User:	Timestamp:
REVISED FFY 2018 Paul Coverdell Budget Detail & Narrative_REVISED 3-8-2019.pdf	torresc	03/11/2019 2:14 PM

Print

Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	PO - GAN 1st Line Supervisor	genovea	03/13/2019 4:54 PM
Submitted	PO - GAN 1st Line Supervisor	torresc	03/11/2019 2:15 PM
Draft	PO - Grant Manager	torresc	03/11/2019 2:11 PM

RSC - Programmatic Req. Withholding Funds GAN

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Washington State Patrol	**Project Period:**	01/01/2019 - 12/31/2019	**GAN Number:**	001
Grantee Address:	PO Box 42602 OLYMPIA, 98504	**Program Office:**	NIJ	**Date:**	01/25/2019
Grantee DUNS Number:	80-888-3854	**Grant Manager:**	Christine Torres		
Grantee EIN:	91-6001127	**Application Number(s):**	2018-91079-WA-CD		
Vendor #:	916001127	**Award Number:**	2018-CD-BX-0052		
Project Title:	WSP 2018 Paul Coverdell Formula - Revised Application	**Award Amount:**	$439,232.00		

RSC - Programmatic Req. Withholding Funds

Supplement 00

	Special Condition Number	Special Condition Title	Status
☑	Special Condition 43	Withholding of funds - NEPA	Inactive
☑	Special Condition 44	Coverdell Withholding - Forensic Laboratory Accreditation Documentation	Inactive
☑	Special Condition 45	Coverdell Withholding - Accreditation Status List	Inactive
☑	Special Condition 46	Withholding of funds - revised budget (Coverdell and DNA)	Inactive
☑	Special Condition 47	Withholding of funds - opioid budget documentation (Coverdell only)	Inactive

***Required Justification for Removal**

This GAN serves to remove special conditions #43, #44, #45, #46, and #47.

The recipient has supplied all necessary documentation required to comply with NEPA.

The activities funded under this grant award usually require an environmental analysis under the provisions of NEPA. In order to address projects such as the project funded under this grant, NIJ has prepared a Programmatic Environmental Assessment (EA) for the activities under this grant award. The NIJ contractor serving as the NEPA environmental specialist has determined that the applicant has submitted satisfactory documentation that the proposed project activities are covered by the programmatic EA on file. The NEPA contractor has reviewed and approved the attached NEPA checklist; therefore, further environmental analysis is not required for this award.

The recipient has provided the requested accreditation documentation during application and is reviewed and approved by the program scientist/grants management specialist. An email from grantee is attached confirming that the accreditation expiring within the project period will be renewed and will send NIJ copy of accreditation documents.

The recipient has submitted a list of all forensic science laboratories in the State that specifies each forensic science laboratory's accreditation status.

The recipient has submitted a revised budget that accurately reflects the final award amount and included annotations, as described in the solicitation, that indicate clearly any "opioid-related" versus "non-opioid related" line items. Grantee had met the threshold.

All documents are attached.

Attachments:

None

Print

Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	OC - Accounting Supervisor	HinesA	01/25/2019 10:09 AM
Submitted	PO - GAN 1st Line Supervisor	torresc	01/22/2019 5:10 PM
Draft	PO - Grant Manager	torresc	01/22/2019 5:05 PM

Appendix E

TACTICAL DIVERSION TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Washington State Patrol (hereinafter "WSP"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the State of Washington area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Washington, the parties hereto agree to the following:

1. The Tactical Diversion Squad (TDS)Task Force will perform the activities and duties described below:

a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the State of Washington area;

b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and

c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the TDS Task Force, the WSP agrees to detail one (1) experienced officer to the TDS Task Force for a period of not less than two years. During this period of assignment, the WSP officer will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.

3. The WSP officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WSP officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the TDS Task Force, DEA will assign four (4) Special Agents and two (2) Diversion Investigators to the Task Force. DEA will also, subject to the availability

of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and WSP officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the TDS Task Force, the WSP will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the agency/department for overtime payments made by it to WSP officer assigned to the TDS Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $18,343.75), per officer. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WSP charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WSP shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WSP shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WSP shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WSP shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WSP agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WSP acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WSP by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WSP shall clearly state: (1) the percentage of the total cost of the program or project which will

be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2019. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WSP during the term of this agreement.

For the Drug Enforcement Administration:

Date: 9-26-2018

Keith R. Weis
Special Agent in Charge

For the Washington State Patrol

Date: 9-25-18

for John R. Batiste
Chief of Police

WSP Contract No. K14181
DEA Tactical Diversion Squad

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

300 5th Avenue, Suite 1300
Seattle, WA 98104

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Washington State Patrol
106 11th Ave SW
Olympia, WA 98501

2. Application Number and/or Project Name

Seattle Tactical Diversion Squad - D-13

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

John R. Batiste, Chief of Police

5. Signature

for

6. Date

9-25-18

PUGET SOUND ENERGY

Puget Sound Energy
P.O. Box 97034
Bellevue, WA 98009-9734
PSE.com

March 21, 2019
Mr. Gabe Olson
Lieutenant
Washington State Patrol
2803 156th Ave. SE
Bellevue, WA 98008

Re: Use of PSE Site at 8001 S. 212th St., Kent, WA for Police Training Purposes

Dear Mr. Olson:

Puget Sound Energy ("PSE") is pleased to be able to support the Washington State Patrol (WSP) in its efforts to provide training services to your police department. As you know, PSE owns the real property and improvements located at 8001 S. 212th St., Kent, WA 98032 (the "Premises"). PSE wishes to allow WSP to use the building for various police training exercises. To that end, PSE and WSP enter this letter agreement ("Agreement") describing the terms and conditions of WSP's use of the Premises. In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PSE and WSP agree as follows:

1. **Use. WSP** may use the Premises for Training Exercises. The term "Training Exercises" means drills, exercises, activities, and trainings intended to improve the technical skillset of police service professionals employed by members of WSP. WSP expressly acknowledges that the Training Exercises will only involve police simulations. WSP is permitted to cause damage to the interiors of the building, provided that the structural integrity of the building is not compromised and that all exterior doors and exterior walls remain functional and lockable so that PSE may secure the Premises after the Term. Any use of the Premises other than for Training Exercises requires the written consent of PSE. WSP will comply with all applicable laws and regulations.

2. **Term.** WSP may use the Premises on April 17, 2019, May 3, 16, 17, 21, 2019. April 16, 2019 the City of Renton PD will be using the facility but feel free to use it along with them (the "Term"). The Term may be extended only by the written consent of PSE.

3. **Condition of Premises.** WSP agrees that it will receive the Premises on an as-is basis. PSE has not disconnected utilities, including water, gas, and electricity. WSP expressly acknowledges that WSP has made no representations as to the condition or safety of the Premises, and WSP assumes all risks of all type associated with the condition of the Premises. PSE is not responsible for any

harm, loss, damage, or claims, of any type, arising out of this Agreement of the use of the Premises by WSP.

4. **Indemnification.** To the extent permitted by law, WSP will indemnify, defend (using legal counsel reasonably acceptable to PSE), and save PSE harmless from all claims, suits, losses, damages, fines, penalties, liabilities, and expenses (including PSE's actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from the actual or alleged injury or death of any person or from any actual or alleged loss of or damage to any exterior of the property or otherwise arising out of this Agreement. WSP agrees that the foregoing indemnity, to the extent applicable, specifically covers actions brought by its own employees and those invited to the Premises by WSP.

PUGET SOUND ENERGY	WASHINGTON STATE PATROL
By: Marla Mellies	By: Simon Tee
Its: Sr. Vice President and Chief Administrative Officer	Its: Grant & Contracts Mgr.
Date: 4/16/19	Date:

U.S. Department of Homeland Security
Washington, D.C. 20472

Simon Tee
Washington State Patrol
210-11th Ave SW, Room 116
PO Box 42602
Olympia, WA 98504 - 2602

Re: Grant No.EMW-2018-PU-00342

Dear Simon Tee:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Port Security Grant Program has been approved in the amount of $153,655.00. As a condition of this award, you are required to contribute a cost match in the amount of $51,218.00 of non-Federal funds, or 25 percent of the total approved project costs of $204,873.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

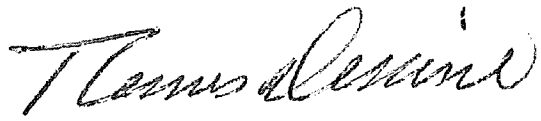
Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.



THOMAS GEORGE DINANNO GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE:	Washington State Patrol
PROGRAM:	Port Security Grant Program
AGREEMENT NUMBER:	EMW-2018-PU-00342-S01

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Article I - Summary Description of Project

Project 1: Ferry Security Law Enforcement Response Equipment is fully funded for $153,655.

Article II - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article IV - Procurement of Recovered Materials

Recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article V - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VII - USA Patriot Act of 2001

Recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article VIII - Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article IX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article X - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XI - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XIX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).

Article XX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXI - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXII - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XXIV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO)

may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14.

Article XXVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Article XXVII - Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful- access-people-limited and additional resources on http://www.lep.gov.

Article XXXII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).

Article XXXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXIV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXV - Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXVII - Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXIX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XL - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XLI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. Section 3601 et seq.), as implemented by the

Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100.201.)

Article XLII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than the simplified acquisition threshold as defined at 2 C.F.R Section 200.88 (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

BUDGET COST CATEGORIES

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$197,950.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Indirect Charges	$6,923.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2018-PU-00342-S01	***	916001127	AWARD	WX03517N2018T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Patrol 210-11th Ave SW, Room 116 PO Box 42602 Olympia, WA, 98504 - 2602	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Simon Tee	3605964052	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2018	PARS	Cost Reimbursement	09/01/2018	08/31/2021
			Budget Period	
			09/01/2018	08/31/2021

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2018-FA-GC01-P410- -4101-D	$0.00	$153,655.00	$153,655.00	See Totals
			$0.00	**$153,655.00**	**$153,655.00**	**$51,218.00**

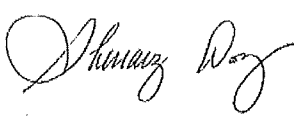
b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Simon Tee, Mr

DATE
Mon Sep 17 20:17:49 GMT 2018

18. FEMA SIGNATORY OFFICIAL (Name and Title)



SHENAUZ SUBRINA WONG , Assistance Officer

DATE
Fri Sep 14 10:02:43 GMT 2018

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Lt James Prouty
Washington State Patrol
106 11th Ave., Ste #3100
Olympia, WA 98504-3105

November 29, 2018

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2019

Dear Lt Prouty:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #: Code 3(f)
Dates of the Agreement: 11/01/2018 through 09/30/2019 (Fiscal 2019)
Funding Amount: $ 2,500.00
Sponsoring Federal Agency: DEA

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2019

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $18,343.75 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2018). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Knut E. Ellenes at 415 436 7989.

Very truly yours,

Alex Tse (Acting)
United States Attorney

Stephanie Hinds
OCDETF Regional Director
Pacific Region

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INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2019
State or Local Agency:	Washington State Patrol
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

12/9/2018
Date

Signature of State/Local Official

ROBERT MARK, C.F.O.
Print Name/Title

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2019 Agreement
FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 808883854
Federal Tax Identification #: Code 45

UFMS Doc#:
DC#: T-32

Amount Requested: $ 2,500.00
Number of Officers Listed: 2

From: October 1, 2018 11/1/18
Beginning Date of Agreement
To: September 30, 2019
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative Number: Code 3(f)
Operation Name:

Federal Agency Investigations:
Number: RE-18-0016

State or Local Organization
Narcotics Supervisor: Lt. James Prouty
Telephone Number: (360) 704-2422
E-mail Address: james.prouty@wsp.wa.gov

State or Local Organization Name:
Washington State Patrol
Address to receive OCDETF paperwork (no PO Boxes):
ATTN: Rebecca Kirby, Contracts Dept.
106 11th Ave SW, Ste 3100, Olympia WA 98504
rebecca.kirby@wsp.wa.gov

Sponsoring Federal Agency(ies):
DEA - Sea-Tac Resident Office

Sponsoring Federal Agency Group/Squad Supervisor: Daniel E. Olson
Telephone Number: (206) 764-3640
E-mail Address: daniel.e.olson@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Renuka Sivakumar, Fiscal Analyst, General Accounting
Telephone Number: (360) 596-4054
E-mail Address: renuka.sivakumar@wsp.wa.gov

APPROVED

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2019.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual $ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____ ASST. CHIEF 10-29-18
Authorized State or Local Official *Title* *Date*

JASON BERRY
Print Name

Approved By: _____ 10-31-18
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Daniel Olson
Print Name

Approved By: K. Erik Ellers 11-19-18
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____ 11/19/18
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Code 3(c)	Detective	Code 25 24/ Code 25(
2.		Detective	17/
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

DEFINITION OF "FULL-TIME PARTICIPATION"

The OCDETF State and Local Overtime (SLOT) Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PART TIME -

If an officer/agent works more than eighty (80) hours regular time per month on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged: JASON BERRY ASST. CHIEF 10-29-18

Authorized State or Local Official *Title* *Date*

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

State or Local Agency Narcotics Supervisor: Lt. James Prouty
Address: PO BOX 42634 / 106 11th Ave SW, Ste. 4100, Olympia WA 98504

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

5. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

6. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

7. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 18,343.75** from any Federal source this fiscal year.

Acknowledged: JASON BERRY — ASST. CHIEF — 10-29-18
Authorized State or Local Official — *Title* — *Date*
(Name and Signature)

JAY INSLEE
Governor

JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL
PO Box 42634 • Olympia WA 98504-2634 • (360) 704-2400 • www.wsp.wa.gov

October 30, 2018

Mr. Keith R. Weis
Special Agent in Charge
Drug Enforcement Administration
Seattle Field Division

Dear SAC Weis:

I am writing to you on behalf of the Washington State Patrol, concerning Detective Code 3(c), Shield #421, and Detective Code 3(c) Shield #1137, who are currently assigned to our Marijuana Eradication Unit. Detectives Code 3(c) and Code 3(c) were assigned to this unit on July 1, 2018.

The Washington State Patrol has reviewed the character and internal personnel files for Detectives Code 3(c) and Code 3(c) and it confirms that they are suitable for assignment with the DEA/Task Force, and that it is not aware of any potential impeachment information regarding Detectives Code 3(c) and Code 3(c) including any of the following: agency or judicial findings of misconduct relating to truth, bias, or integrity; substantive violations of law, Department policy or Department procedure; or pending investigations. Further, Detectives Code 3(c) and Code 3(c) have not been previously convicted of a misdemeanor crime of domestic violence, within the meaning of Title 18, U.S.C., and Section 922(g) (9). As a prerequisite to employment, the Washington State Patrol conducted a background investigation, including an FBI fingerprint check, and no derogatory information was uncovered.

Accordingly, the Washington State Patrol is prepared to report that Detectives Code 3(c) and Code 3(c) are members of the Washington State Patrol in good standing, have no delinquent financial obligations, and have met all of the hiring and drug use policy requirements, and are suitable to be assigned to the task force. There are no additional issues with Detectives Code 3(c) and Code 3(c) that are relevant to DEA's consideration of the request for deputization.

If you have any questions, please feel free to contact me, at (360) 704-2391

Sincerely,

Captain Roger Wilbur
Washington State Patrol
Investigative Assistance Division

RDW:rak

Attachment

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Pacific Region

450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

415-436-7200
Fax: 415 436 6982

Lt James Prouty
Washington State Patrol
106 11th Ave., Ste #3100
Olympia, WA 98504-3105

December 4, 2018

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2019

Dear Lt Prouty:

The Pacific Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Washington State Patrol under the following terms:

OCDETF Case #: Code 3(f)
Dates of the Agreement: 11/01/2018 through 09/30/2019 (Fiscal 2019)
Funding Amount: $ 2,500.00
Sponsoring Federal Agency: FBI

At no time should your State or Local agency exceed the approved funding noted above. **Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Director **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

Law Enforcement Sensitive

OCDETF Agreement for Fiscal Year 2019

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $18,343.75 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2018). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 14 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Debbie Wee at 415 558 2516.

Very truly yours,

Alex Tse (Acting)
United States Attorney

Stephanie Hinds
OCDETF Regional Director
Pacific Region

WSP Contract No. K14575

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2019 Agreement
FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 808863854
Federal Tax Identification #: Code 45

UFMS Doc#: NA
DC#: NA

Amount Requested: $2,500.00
Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: Code 3(f)
Operation Name:

From: November 1, 2018 (Beginning Date of Agreement)
To: September 30, 2019 (Ending Date of Agreement)

Federal Agency Investigations:
Number: 245C-SE-2775563

State or Local Organization

Narcotics Supervisor: Lt. James Prouty
Telephone Number: (360) 704-2422
E-mail Address: James.Prouty@wsp.wa.gov

State or Local Organization Name: Washington State Patrol
Address to receive OCDETF paperwork (no PO Boxes):
ATTN: Rebecca Kirby
106 11th Ave SW, Ste 3100, Olympia WA 98504
Rebecca.Kirby@wsp.wa.gov

Sponsoring Federal Agency(ies):
FBI

Sponsoring Federal Agency Group/Squad Supervisor: SSRA Michael Rollins
Telephone Number: (360) 600-5394
E-mail Address: mdrollins@fbi.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Renuka Sivakumar
Telephone Number: (360) 596-4054
E-mail Address: Renuka.Sivakumar@wsp.wa.gov

APPROVED

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2019.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual $ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____ CFO 11/30/2018
Authorized State or Local Official *Title* *Date*

ROBERT MARK
Print Name

Approved By: _____ 11/30/2018
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

MICHAEL D. ROLLINS
Print Name

Approved By: _____ 11/30/18
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____ 11/30/18
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Code 3(c)	Detective	Code 25(c) 16/ Code 25
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

DEFINITION OF "FULL-TIME PARTICIPATION"

The OCDETF State and Local Overtime (SLOT) Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PART TIME

If an officer/agent works more than eighty (80) hours regular time per month on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance, or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occured that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged: Robert P. Mahe CFO 11/30/2018

Authorized State or Local Official *Title* *Date*

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

State or Local Agency Narcotics Supervisor: same
Address: _____

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

5. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

6. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

7. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed **$ 18,343.75** from any Federal source this fiscal year.

Acknowledged: Robert Lumpkin, CFO 11/30/2018
Authorized State or Local Official / *Title* / *Date*
(Name and Signature)

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2019 Agreement
FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 808883854
Federal Tax Identification #: Code 45

UFMS Doc#:
DC#:

Amount Requested: $ 2,500.00

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

Operation Name:

From: January 1, 2019 (Beginning Date of Agreement)
To: September 30, 2019 (Ending Date of Agreement)

Federal Agency Investigations Number: 787045-18-0028

State or Local Organization

Narcotics Supervisor: Lt. Tresana Sharff
Telephone Number: (360) 704-2954
E-mail Address: Trisena.Sharff@wsp.wa.gov

State or Local Organization Name: Washington State Patrol
Address to receive OCDETF paperwork (no PO Boxes):
ATTN Rebecca Kirby, Contracts Dept.
106 11th Ave SW, Ste. 3100
Olympia, WA 98501 rebecca.kirby@wsp.wa.gov

Sponsoring Federal Agency(ies): Bureau of ATF

Sponsoring Federal Agency Group/Squad Supervisor: Yvonne Rios
Telephone Number: (786) 256-4226
E-mail Address: yvonne.rios@atf.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Renuka Sivakumar, Fiscal Analyst, General Accounting
Telephone Number: (360) 596-4054
E-mail Address: renuka.sivakumar@wsp.wa.gov

APPROVED

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2019.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual $ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: [signature] Johnny R. Alexander CVEB Assistant Chief 1/22/19
Authorized State or Local Official *Title* *Date*

Johnny R. Alexander
Print Name

Approved By: [signature] 1/25/19
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

DAREK G. PLEASANTS
Print Name

Approved By: [signature] 1/28/19
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: [signature] 1/28/19
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Code 3(c)	Sergeant	Code 25 22 Code 25(b)
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

DEFINITION OF "FULL-TIME PARTICIPATION"

The OCDETF State and Local Overtime (SLOT) Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PART TIME -

If an officer/agent works more than eighty (80) hours regular time per month on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged:

Authorized State or Local Official	*Title*	*Date*
[signature]	Assistant Chief	1/22/19

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective *only* after it has been *approved and funded* for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement *does not* authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: same
   Address: _____

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement *does not* authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement *does not* require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

5. OCDETF State and Local *Overtime* funds are *not* to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

6. All overtime reimbursement requests must be submitted to the RCG within *thirty (30) days of the close of the month in which the overtime was worked.*

7. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log, which may not exceed $ 18,343.75 from any Federal source this fiscal year.

Acknowledged: [signature] Assistant Chief 1/22/19
Authorized State or Local Official *Title* *Date*
(Name and Signature)

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2019
State or Local Agency:	Washington State Patrol 334
OCDETF Investigation	Code 3(f)
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

2/5/19
Date

Signature of State/Local Official

ROBERT MAK, CFO
Print Name/Title

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2019 Agreement
FOR THE USE OF THE STATE OR LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 808883854

Federal Tax Identification #: Code 45

UFMS Doc#: _____

DC#: _____

Amount Requested:

$ 2,500.00

Number of Officers Listed: _____

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

Operation Name: [redacted]

From: April 1, 2019
Beginning Date of Agreement

To: September 30, 2019
Ending Date of Agreement

Federal Agency Investigations: Number: Code 30(d)

State or Local Organization

Narcotics Supervisor: Lt. James Prouty

Telephone Number: (360) 704-2422

E-mail Address: james.prouty@wsp.wa.gov

State or Local Organization Name:
Washington State Patrol

Address to receive OCDETF paperwork (no PO Boxes):
ATTN: Rebecca Kirby, Contracts Dept.
106 11th Ave SW, Ste 3100, Olympia WA 98504
rebecca.kirby@wsp.wa.gov

Sponsoring Federal Agency(ies):
HSI

Sponsoring Federal Agency Group/Squad Supervisor: SSA Kris Pagitt

Telephone Number: (503) 326-4179

E-mail Address: kristopher.d.pagitt@ice.dhs.gov

Please provide the name, telephone number, e-mail address, and fax number for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Renuka Sivakumar, Fiscal Analyst, General Accounting

Telephone Number: (360) 596-4054

E-mail Address: renuka.sivakumar@wsp.wa.gov

APPROVED

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2019.

2. No individual Agreement with a State or Local organization may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.

16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.

18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual $ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: Johnny R. Alexander Assistant Chief 4/18/2019
Authorized State or Local Official *Title* *Date*

Johnny R. Alexander
Print Name

Approved By: BRADFORD A BENCH Digitally signed by BRADFORD A BENCH Date: 2019.04.23 13:17:54 -07'00'
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Print Name

Approved By: Kim W Wong Digitally signed by Kim W Wong Date: 2019.04.26 14:56:46 -07'00'
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: 4/29/19
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified:
OCDETF Executive Office *Date*

Approving Official:
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Organization: Washington State Patrol

OCDETF Investigation / Strategic Initiative Number: Code 3(f)

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Code 3(c)	Detective	Code 25(b) 16/ Code 2
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

ADDENDUM A
OCDETF Pacific Region

DEFINITION OF "FULL-TIME PARTICIPATION"

The OCDETF State and Local Overtime (SLOT) Program is designed to only reimburse overtime costs incurred by officers working full-time on OCDETF cases. In order to comply with the requirement that an officer/agent work full-time, the officer/agent must:

Be assigned to work on OCDETF matters full-time and work forty (40) hours per week on a single OCDETF investigation or multiple OCDETF investigations. Overtime in excess of 40 hours will then be reimbursed.

If the officer/agent is not exclusively assigned to work full-time on OCDETF matters, then overtime can be reimbursed if the officer/agent worked eight (8) hours regular time in a given day on the OCDETF investigation before claiming any overtime. Overtime in excess of eight (8) hours will then be reimbursed.

EXCEPTIONS TO THE "FULL-TIME PARTICIPATION RULE"

PART TIME -

If an officer/agent works more than eighty (80) hours regular time per month on OCDETF matters, then the officer/agent will get reimbursed for needed overtime that month (no exemption letter needed).

LIMITED PART TIME

If an officer works between one (1) and seven (7) hours regular time per month on OCDETF matters, no more than sixteen (16) hours of overtime will be reimbursed that month (no exemption letter needed).

Occasionally dedicated OCDETF resources cannot handle a particular enforcement action, such as an unexpected surveillance; or unforeseen circumstances require additional non-federal resources and the investigation would suffer without those additional resources. In those circumstances, more than sixteen (16) hours of overtime may be reimbursed for that month, but will require an exemption letter. This letter has to be submitted with the monthly Reimbursement Request. The letter must 1) explain/provide justification for the unforeseen circumstance(s) which occurred that month; must 2) list the names of each officer(s)/agents(s) for whom this circumstance pertains; and 3) must state that the sponsoring federal agency supervisor in the district where the investigation is being conducted, approves of this request.

ZERO PARTICIPATION (Zero Regular Hours Worked)

If an officer/agent works zero (0) regular hours on OCDETF matters during the month, the officer/agent will be limited to being reimbursed no more than sixteen (16) hours overtime for that month (an exemption letter is required as described above, plus an explanation of why zero (0) regular hours were worked).

In very rare, unforeseen circumstances, where over sixteen (16) hours of overtime reimbursement are being requested, an additional explanation of the zero regular hours worked must be added to the exemption letter. The request for over sixteen (16) hours of overtime reimbursement should be limited to extremely rare circumstances.

All requests for overtime for matters where unforeseen circumstances are claimed will be reviewed for final approval by the sponsoring federal agency Pacific Region OCDETF Coordinator (or his/her designee) and the Pacific Region OCDETF Director (or his/her designee).

Acknowledged: Johnny R. Alexander

Johnny R. Alexander, Assistant Chief 4/18/2019

Authorized State or Local Official *Title* *Date*

(Name and Signature)

ADDENDUM B
OCDETF Pacific Region

1. Authorization to expend funds under the Agreement For The Use of State and Local Overtime ("Agreement") is effective ***only*** after it has been ***approved and funded*** for a specific amount by the OCDETF Regional Coordination Group ("RCG"). Mere submission of an Agreement ***does not*** authorize an expenditure of any funds. The amount requested may be reduced to a lower amount by the RCG. When submitting the agreement, a mailing address for the State or Local Agency Narcotics Supervisor must be provided (if different from the cover page of the Agreement):

   State or Local Agency Narcotics Supervisor: Lt. James Prouty
   Address: 106 11th Ave SW, Ste. 4100 / PO BOX 42634, Olympia WA 98504

2. Participation by additional officer(s) requires the submission to the Sponsoring Federal Agency Coordinator of a Notification of Change in Officer Form, which identifies the new officers.

3. This agreement ***does not*** authorize any expenditures beyond the funds allocated by the RCG to this investigation. This Agreement ***does not*** require the RCG to pay for any overtime worked without sufficient, previously authorized funding.

4. Reimbursement for travel and per diem costs for state and local officers under this agreement is the responsibility of the sponsoring federal agency.

5. OCDETF State and Local ***Overtime*** funds are ***not*** to be used for:
   a. equipment procurement
   b. agency operational subsidies
   c. purchases of evidence
   d. payments to confidential informants
   e. reimbursements to anyone other than sworn law enforcement officers.
   f. reimbursement of compensation time earned in lieu of overtime payment

6. All overtime reimbursement requests must be submitted to the RCG within ***thirty (30) days of the close of the month in which the overtime was worked.***

7. It is the responsibility of your agency to report cumulative overtime for each officer on the Officer Overtime Log which may not exceed $ 18,343.75 from any Federal source this fiscal year.

Acknowledged: Johnny R. Alexander, Assistant Chief 4/19/2019
Authorized State or Local Official *Title* *Date*
(Name and Signature)

Law Enforcement Sensitive

INITIAL ACKNOWLEDGEMENT OF RECEIPT OF AGREEMENT AND UNDERSTANDING OF SPENDING AND BILLING REQUIREMENTS AND LIMITATIONS

Fiscal Year:	2019
State or Local Agency:	Washington State Patrol 262 334
OCDETF Investigation	Code 3(f) [redacted]
Funding Amount:	$ 2,500.00

This is to certify receipt of an OCDETF Agreement for the use of State and Local Overtime and Authorized expenses in the amount stated above.

By signing this acknowledgement I certify that I understand the following:

This agreement is limited to the amount of funds stated above and no reimbursements will be made in excess of this amount without prior written approval of the United States Attorney's Office for the Northern District of California. Any request for modification for the above funding amount must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of both the sponsoring agency and the state and/or local party to the agreement.

This agreement requires bills to be submitted monthly.

This agreement will be reviewed within 90 days of the date of this agreement. If no costs have been incurred within 90 days of the date of the agreement all funding will automatically be de-obligated unless an extension has been requested and has been granted in writing by AUSA Stephanie Hinds, OCDETF Pacific Region Director.

No bills will be paid unless this acknowledgment has been signed and returned to the United States Attorney's Office for the Northern District of California. Please return this acknowledgment to:

Gary Glab
OCDETF - United States Attorney's Office
450 Golden Gate Ave.
Box 36055
San Francisco, CA 94102

5/7/19
Date

Signature of State/Local Official

[illegible] CFO
Print Name/Title